

05-1614-CD  
Green Tree Con. Disc. Vs L. Earl

Green Tree Consum. Dis. Vs Earl Claycomb  
2005-1614-CD

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

Attorney for Plaintiff

GREEN TREE CONSUMER DISCOUNT  
COMPANY F/K/A CONSECO FINANCE  
CONSUMER DISCOUNT COMPANY  
7360 SOUTH KYRENE ROAD  
TEMPE, AZ 85283

PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

VS.

NO. 05-1614-CD

L. EARL CLAYCOMB  
ETHEL V. CLAYCOMB  
805 DUBOIS STREET  
DU BOIS, PA 15801

COMPLAINT IN  
MORTGAGE FORECLOSURE

THE UNITED STATES OF AMERICA  
10<sup>TH</sup> AND CONSTITUTION AVENUES  
WASHINGTON, DC 20530  
DEFENDANTS

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 Ext. 5982

FILED Atty pd. \$5.00  
m110:3761-3 cc shff  
OCT 19 2005

William A. Shaw  
Prothonotary/Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
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Attorney for Plaintiff

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DEFENDANTS

CIVIL ACTION MORTGAGE FORECLOSURE

1. Green Tree Consumer Discount Company F/K/A Conseco Finance Consumer Discount Company, (hereinafter referred to as "Plaintiff") is an Institution, conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. L. Earl Claycomb and Ethel V. Claycomb, (hereinafter referred to as "Defendants") are adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between Defendants, L. Earl Claycomb and Ethel V. Claycomb, and itself as Mortgagee. The Mortgage, dated April 24, 2001, was recorded on April 30, 2001 in the Office of the Recorder of Deeds in Clearfield County at Instrument No. 200105999. Plaintiff is the Mortgagee by Assignment by virtue of an Assignment of Mortgage recorded on July 23, 2001 in the Office of Recorder of Deeds in Clearfield County at Instrument No. 2001111320. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.

4. The Mortgage secures the indebtedness of a Note executed by Defendants, L. Earl Claycomb and Ethel V. Claycomb, on April 24, 2001 in the original principal amount of \$40,800.00 payable to Plaintiff in monthly installments with an interest rate of 13.24%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.
5. The land subject to the mortgage is 805 Dubois Street, Du Bois, PA 15801. A copy of the Legal Description is attached as part of the Mortgage as Exhibit 'A' and incorporated herein.
6. The Defendants, L. Earl Claycomb and Ethel V. Claycomb, are the Record Owners of the mortgaged property located at 805 Dubois Street, Du Bois, PA 15801.
7. The Mortgage is now in default due to the failure of Defendants, L. Earl Claycomb and Ethel V. Claycomb, to make payments as they become due and owing. As a result of the default, the following amounts are due:

Principal Balance	\$40,372.05
Interest to 10/5/2005	\$2,263.07
Accumulated Late Charges	\$1,385.90
Deferred Interest	\$3,068.76
Cost of Suit and Title Search	\$550.00
Attorney's Fees	\$1,000.00
<b>TOTAL</b>	<b>\$48,639.78</b>

plus interest from 10/6/2005 at \$14.82 per day, costs of suit and attorney fees.

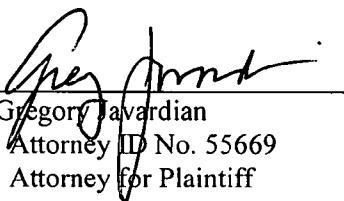
8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchaser at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on September 14, 2005. A copy of the Notice is attached and made a part hereof as Exhibit 'C'.
11. The United States of America is named as a party pursuant to 28 U.S.C. Section 2410 because the United States of America holds a Federal IRS Tax Lien filed against the Defendants on September 4, 2003 (No.: 2003-1306-CD) in the amount of \$5,389.49. A copy of the Federal Tax Lien is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$48,639.78 together with the interest from 10/6/2005 at \$14.82 per day, costs of suit and attorney fees.

Law offices of Gregory Javardian

BY:

  
Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

# EXHIBIT A

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200105999**

RECORDED ON  
**APR 30, 2001**  
**11:45:02 AM**

RECORDING FEES - \$19.00  
RECORDER  
COUNTY IMPROVEMENT \$1.00  
FUND  
RECORDER  
IMPROVEMENT FUND \$1.00  
STATE WRIT TAX \$0.50  
TOTAL \$21.50  
CUSTODIER  
CONSECO FINANCE SERVICING  
CORP

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

GT-15-39-090 (1/01)

Return To: **OPEN-END MORTGAGE**

Application # 0103271017  
Loan # 6910293148

Conseco Finance  
Attn: Trailing Documents Area  
7360 South Kyrene Road

Tempe, AZ 85283

This Mortgage secures future advances

April 24, 2001

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is April 24, 2001 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: L Earl Claycomb, Ethel V Claycomb

HIS WIFE

.....If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: Conseco Bank, Inc.  
Cottonwood Corporate Center  
2825 E Cottonwood Prky 230  
Salt Lake City, UT 84121

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

Parcel ID: 7-3-19-5975  
See Exhibit A for the Legal Description

PENNSYLVANIA - MORTGAGE (NOT FOR FNMA, FHLMC, FHA OR VA)  
Experian © 1994 Bankers Systems, Inc., St. Cloud, MN Form GTM-MTGLAZPA 1/9/2001

GT-15-39-090 (1/01) (page 1 of 7)

The property is located in Clearfield ..... at .....  
(County)  
805 Dubois Street ..... Du Bois ..... Pennsylvania 15801  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$40,800.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debits below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Note dated April 24, 2001, between Conseco Bank, Inc. and L Earl Claycomb, Ethel V Claycomb, for \$40,800.00, maturing May 3, 2031.

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

EXHIBIT A

Legal Description:

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DU BOIS, COUNTY OF CLEARFIELD  
AND STATE OF PENNSYLVANIA, BEING MORE FULLY DESCRIBED IN DEED DATED 07/30/1993,  
RECORDED 08/06/1993, APPEARING AMONG THE LAND RECORDS OF THE COUNTY AND STATE  
SET FORTH ABOVE IN DEED BOOK 1548, PAGE 580.

Parcel ID: 7-3-19-5975

*Stc* → EUC →

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
  - A. To make all payments when due and to perform or comply with all covenants.
  - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
  - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney-in-fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

**13. DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.

**14. REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

**15. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand amounts incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

**16. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that:

- Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.

C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.

D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

**17. CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

**18. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument. All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor. Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

**19. ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

**20. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

**21. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured

Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**22. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for its sole benefit. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

**23. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

**24. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisement relating to the Property.

**25. OTHER TERMS.** If checked, the following are applicable to this Security Instrument:

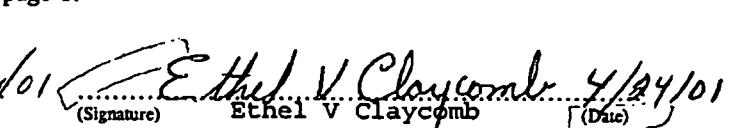
- ..... **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
- ..... **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
- ..... **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
- ..... **Purchase Money.** This Security Instrument secures advances by Lender used in whole or in part to acquire the Property. Accordingly, this Security Instrument, and the lien hereunder, is and shall be construed as a purchase money mortgage with all of the rights, priorities and benefits thereof under the laws of the Commonwealth of Pennsylvania.

..... **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

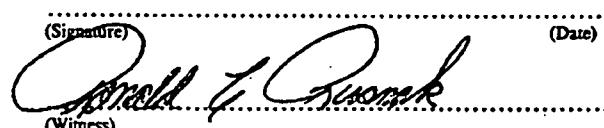
.....Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable items]  
..... Condominium Rider ..... Planned Unit Development Rider ..... Other .....

**N/A Additional Terms.**

**SIGNATURES:** By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 L. Earl Claycomb 4/24/01  Ethel V. Claycomb 4/24/01  
(Signature) (Date) (Signature) (Date)

  
(Signature) (Date)  
(Witness)

  
(Signature) (Date)  
(Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF Pennsylvania, COUNTY OF CLEARFIELD, } ss.  
(Individual) On this, the 24th day of April 2001, before me RONALD C. RUSNAK, ,  
the undersigned officer, personally appeared L. Earl Claycomb, Ethel V. Claycomb

known to me (or satisfactorily proven) to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal

My commission expires:

(Seal)

Notarial Seal	
Ronald C. Rusnak, Notary Public	
Sandy Twp., Clearfield County	
My Commission Expires Nov. 12, 2002	
Member, Pennsylvania Association of Notaries	

Title of Officer

It is hereby certified that the address of the Lender within named is: Conseco Bank, Inc.  
Cottonwood Corporate Center, 2825 E Cottonwood Prky 230, Salt Lake City, UT 84121

# EXHIBIT B

## NOTE

April 24, 2001 ..... Du Bois ..... Pennsylvania .....  
 [Date] [City] [State]  
 805. Dubois Street. Du Bois, Pennsylvania. 15801 .....  
 [Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 40,800.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Conseco Bank, Inc., Cottonwood Corporate Center, 2825 E. Cottonwood Pkwy, 230, Salt Lake City, UT 84121.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 13.240 %. Interest will be charged beginning on April 30, 2001.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

**3. PAYMENTS****(A) Scheduled Payments**

I will pay principal and interest by making payments when scheduled:

I will make 360 payments of \$ 459.00 each on the 3rd. of each Month. beginning on June 3, 2001.

I will make payments as follows:

**COPY**

In addition to the payments described above, I will pay a "balloon payment" of \$ ..... on ..... The Note Holder will deliver or mail to me notice prior to maturity that the balloon payment is due. This notice will state the balloon payment amount and the date that it is due.

**(B) Maturity Date and Place of Payments**

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My scheduled payments will be applied to interest before principal. If, on May 3, 2031, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my scheduled payments at Conseco Finance, 7360 South Kyrene Road, Tempe, AZ 85283 or at a different place if required by the Note Holder.

**4. BORROWER'S RIGHT TO PREPAY AND PREPAYMENT PENALTY**

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.  I will pay a prepayment penalty of 5% of the unpaid loan amount if the entire loan balance is paid within 36 months from the date of the loan.

The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any scheduled payment by the end of 10 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \*\* % of the amount of the payment I will pay this late charge promptly but only once on each late payment. \*\* 10% of payment.

**(B) Default**

If I do not pay the full amount of each scheduled payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

## 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(B) on page 1 of this Note or at a different address if I am given a notice of that different address.

## 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

## 9. ARBITRATION

All disputes, claims, or controversies arising from or relating to this Agreement or the relationships which result from this Agreement, or the validity of this arbitration clause or the entire Agreement, shall be resolved by binding arbitration by one arbitrator selected by Lender with Borrower's consent. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, Title 9 of the United States Code. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right or opportunity to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL, EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY LENDER (AS PROVIDED HEREIN).** The parties agree and understand that all disputes arising under case law, statutory law, and all other laws including, but not limited to, all contract, tort, and property disputes, will be subject to binding arbitration in accord with this agreement. Borrower agrees that Borrower shall not have the right to participate as a representative or a member of any class of claimants pertaining to any claim arising from or relating to this Agreement. The parties agree and understand that the arbitrator shall have all powers provided by law and the Agreement. These powers shall include all legal and equitable remedies, including, but not limited to, money damages, declaratory relief, and injunctive relief. Notwithstanding anything hereunto the contrary, Lender retains an option to use judicial or non-judicial relief to enforce a security agreement relating to the collateral secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation or to foreclose on the collateral. Such judicial relief would take the form of a lawsuit. The institution and maintenance of an action for judicial relief in a court to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement, shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Agreement, including the filing of a counterclaim in a suit brought by Lender pursuant to this provision.

## 10. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

## 11. SECURED NOTE

In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

## 12. BALLOON PAYMENT DISCLOSURE

[Complete the balloon payment notice below if this Note provides for a balloon payment at Section 3(A) on page 1 of this Note.]

THIS LOAN IS PAYABLE IN FULL .....N/A.....

..... I MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE, WHICH MAY BE A LARGE PAYMENT. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I MAY OWN, OR I WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER I HAVE THIS LOAN WITH, WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I OBTAIN REFINANCING FROM THE SAME LENDER.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED:

*L. Earl Claycomb*.....(Seal)  
L. Earl Claycomb  
-Borrower

*Ethel V. Claycomb*.....(Seal)  
Ethel V. Claycomb  
-Borrower

.....(Seal)  
-Borrower

[Sign Original Only]

# EXHIBIT C

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

September 14, 2005

L. EARL CLAYCOMB  
805 DUBOIS STREET  
DU BOIS, PA 15801

ETHEL V. CLAYCOMB  
805 DUBOIS STREET  
DU BOIS, PA 15801

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

This is an official notice that the mortgage on your home is in default and the lender intends to foreclose. Specific information about the nature of the default is provided in the attached pages.

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800- 342-2397. (Persons with impaired hearing can call (717) 780-1869).

This notice contains important legal information. If you have any questions, representatives at the Consumer Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your area. The local bar association may be able to help you find a lawyer.

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. IS NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

## STATEMENTS OF POLICY

**HOMEOWNER'S NAME(S):** L. EARL CLAYCOMB & ETHEL V. CLAYCOMB  
**PROPERTY ADDRESS:** 805 DUBOIS STREET, DU BOIS, PA 15801  
**LOAN ACCT. NO.:** 88322272  
**ORIGINAL LENDER** CONSECO BANK, INC. N/K/A GREEN TREE CONSUMER  
DISCOUNT COMPANY  
**CURRENT LENDER/SERVICER:** GREEN TREE CONSUMER DISCOUNT COMPANY F/K/A  
CONSECO FINANCE CONSUMER DISCOUNT COMPANY  
F/K/A CONSECO BANK, INC.

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM** **YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE** **YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE** **PAYMENTS**

IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"), YOU MAY BE ELIGIBLE FOR EMERGENCY MORTGAGE ASSISTANCE.

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

**TEMPORARY STAY OF FORECLOSURE** -Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a face-to-face meeting with one of the consumer credit counseling agencies listed at the end of this Notice. **THIS MEETING MUST OCCUR WITHIN THE NEXT (30) DAYS. IF YOU DO NOT APPLY FOR EMERGENCY MORTGAGE ASSISTANCE, YOU MUST BRING YOUR MORTGAGE UP TO DATE. THE PART OF THIS NOTICE CALLED "HOW TO CURE YOUR MORTGAGE DEFAULT" EXPLAINS HOW TO BRING YOUR MORTGAGE UP TO DATE.**

**CONSUMER CREDIT COUNSELING AGENCIES** -If you meet with one of the consumer credit counseling agencies listed at the end of this notice the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

**APPLICATION FOR MORTGAGE ASSISTANCE** - Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application **MUST** be filed or postmarked within thirty (30) days of your face-to-face meeting.

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

**AGENCY ACTION-** Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Agency of its decision on your application.

**NOTE; IF YOU ARE CURRENTLY PROTECTED BY THE FILING  
OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR  
INFORMATION PURPOSE ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT  
TO COLLECT THE DEBT**  
**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance)**

**HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date)**

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at: 805 DUBOIS STREET, DU BOIS, PA 15801 IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: 5/3/05 thru 9/3/05 in the amount of \$459.00 per month.

Monthly Payments Plus Late Charges Accrued:	\$3,183.00
(Suspense)	(\$0.00)
<b>TOTAL AMOUNT TO CURE DEFAULT</b>	<b>\$3,183.00</b>

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable):  
N/A

**HOW TO CURE THE DEFAULT-** You may cure the default within THIRTY (30) DAYS of the date of this Notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,183.00 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: GREEN TREE CONSUMER DISCOUNT COMPANY, 7360 SO. KYRENE, TEMPE, AZ 85283, ATTENTION: Camille Harnett.

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) N/A.

**IF YOU DO NOT CURE THE DEFAULT-** If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

IF THE MORTGAGE IS FORECLOSED UPON- The mortgage property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorney, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES- The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

GREEN TREE CONSUMER DISCOUNT COMPANY  
7360 S. KYRENE RD.  
TEMPE, AZ 85283

TEL NO. (888) 315-8733 x 35300

ATTENTION: Camille Hartnett

EFFECT OF SHERIFF'S SALE- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

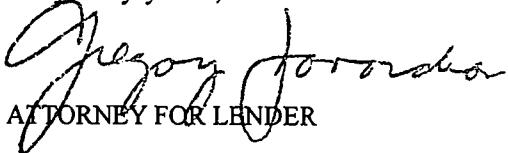
ASSUMPTION OF MORTGAGE- You        may or       XX       may not (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF
- TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER
- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

  
ATTORNEY FOR LENDER

NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT

\*\*\*\*\*

1. This is an attempt to collect a debt and any information obtained will be used for the purpose.
2. Unless you dispute the validity of this debt, or any portion thereof, within thirty (30) days after receipt of this notice, the debt will be assumed to be valid by our offices.
3. If you notify our offices in writing within thirty (30) days of receipt of this notice that the debt, or any portion thereof, is disputed, our offices will provide you with verification of the debt or copy of the judgment against you, and a copy of such verification or judgment will be mailed to you by our offices.
4. If you notify our offices in writing within thirty (30) days of receipt of this notice, our offices will provide you with the name and address of the original creditor, if different from the current creditor.

## **CLEARFIELD COUNTY**

**CCS of Northeastern PA**  
32 W. Hamilton Avenue  
state College, PA 16801  
(14) 238-3668

**CCS of Western PA**  
19-A College Park Plaza  
Johnstown, PA 15904  
38-511-2227

**CCS of Western PA, Inc.**  
17 E. Plank Road  
Itoona, PA 16602  
38-511-2227

**Indiana Co. Community Action Program**  
27 Water Street  
Box 187  
Indiana, PA 15701  
(24) 465-2657

**Steystone Economic Development Corp.**  
954 Mary Grace Lane  
Johnstown, PA 15901  
(14) 535-6556

EXHIBIT 'D'

Sep-16-2005 03:35pm

From-REGISTER RECORDER

8147656089

T-365 P.006/016 F-782

Department of the Treasury - Internal Revenue Service

Form 668 (Y)(c)  
(Rev. October 2000)

## Notice of Federal Tax Lien

For Optional Use by Recording Office

Area: WAGE & INVESTMENT AREA #2  
Lien Unit Phone: (800) 829-7650

Serial Number 131472803

2003-1306-CV

As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer EARL &amp; ETHEL V CLAYCOMB

Residence 805 DUBOIS ST  
DUBOIS, PA 15801-2758

**IMPORTANT RELEASE INFORMATION:** For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

FILED

SEP 04 2003

William A. Shaw  
Prothonotary

10

25

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	209-28-7934	12/02/2002	01/01/2013	3272.58
1040	12/31/2001	209-28-7934	06/03/2002	07/03/2012	2116.91

Place of Filing	Clearfield Prothonotary Clearfield County Clearfield, PA 16830	Total	\$ 5389.49
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This notice was prepared and signed at PHILADELPHIA, PA, on this,the 26th day of August, 2003.

Signature J. Linnette R. Coleman Title ACS 12-00-0000  
for PVS LANE (800) 829-7650

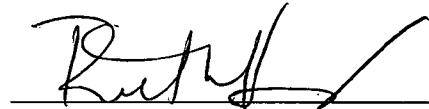
(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax Lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 10-00)  
CAT. NO 60026X

**VERIFICATION**

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

A handwritten signature in black ink, appearing to read "Ruth", is written over a horizontal line.

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
Identification No. 55669  
1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966  
(215) 942-9690

Attorney for Plaintiff

Green Tree Consumer Discount Company,  
f/k/a Conseco Finance Consumer Discount  
Company

Plaintiff

Court of Common Pleas  
Civil Division  
Clearfield County  
No. 05-1614-CD

vs.

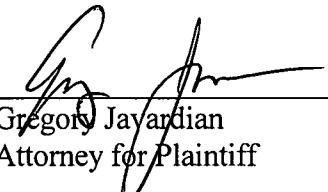
L. Earl Claycomb  
Ethel V. Claycomb  
The United States of America  
Defendants

PRAECIPE TO DISMISS COMPLAINT, WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly DISMISS, without prejudice, the Complaint in Mortgage Foreclosure filed in the instant action on October 19, 2005.

Date: 11/16/05

  
\_\_\_\_\_  
Gregory Javardian  
Attorney for Plaintiff

FILED <sup>No cc</sup>  
11/16/05 Cert. to Atty  
NOV 18 2005  
William A. Shaw <sup>copy to CIA</sup>  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION



COPY

**Green Tree Consumer Discount Company**

Vs.

No. 2005-01614-CD

**L. Earl Claycomb**  
**Ethel V. Claycomb**  
**United States of America**

Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on November 16, 2005, marked:

Dismissed without Prejudice

Record costs in the sum of \$85.50 have been paid in full by Gregory Javardian.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 18th day of November A.D. 2005.

---

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100926  
NO: 05-1614-CD  
SERVICE # 1 OF 3  
COMPLAINT IN MORGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: L. EARL CLAYCOMB, ETHEL V. CLAYCOMB & THE UNITED STATES OF AMERICA

**SHERIFF RETURN**

---

NOW, November 04, 2005 AT 2:00 AM SERVED THE WITHIN COMPLAINT IN MORGAGE FORECLOSURE ON L. EARL CLAYCOMB DEFENDANT AT 805 DUBOIS ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ETHEL CLAYCOMB, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

**FILED**  
01/10/06  
FEB 10 2006

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100926  
NO: 05-1614-CD  
SERVICE # 2 OF 3  
COMPLAINT IN MORGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

VS.

DEFENDANT: L. EARL CLAYCOMB, ETHEL V. CLAYCOMB & THE UNITED STATES OF AMERICA

**SHERIFF RETURN**

---

NOW, November 04, 2005 AT 2:00 PM SERVED THE WITHIN COMPLAINT IN MORGAGE FORECLOSURE ON ETHEL V. CLAYCOMB DEFENDANT AT 805 DUBOIS SST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ETHEL V. CLAYCOMB, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100926  
NO: 05-1614-CD  
SERVICE # 3 OF 3  
COMPLAINT IN MORGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: L. EARL CLAYCOMB, ETHEL V. CLAYCOMB & THE UNITED STATES OF AMERICA

**SHERIFF RETURN**

---

NOW, November 01, 2005, SHERIFF OF ALLEGHENY COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORGAGE FORECLOSURE ON THE  
US DEPT. OF JUSTICE ATTN: MICHAEL C. COLVILLE, ESQ., ASST. US ATTY-WESTERN DIST..

NOW, November 03, 2005 AT 10:05 AM SERVED THE WITHIN COMPLAINT IN MORGAGE FORECLOSURE ON  
THE US DEPT. OF JUSTICE ATTN: MICHAEL C. COLVILLE, ESQ., ASST. US ATTY-WESTERN DIST., DEFENDANT.  
THE RETURN OF ALLEGHENY COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 100926  
NO: 05-1614-CD  
SERVICES 3  
COMPLAINT IN MORGAGE FORECLOSURE

PLAINTIFF: GREEN TREE CONSUMER DISCOUNT COMPANY

vs.

DEFENDANT: L. EARL CLAYCOMB, ETHEL V. CLAYCOMB & THE UNITED STATES OF AMERICA

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	JAVARDIAN	28454	30.00
SHERIFF HAWKINS	JAVARDIAN	28453	60.43
ALLEGHENY CO.	JAVARDIAN	28455	50.00
NOTARY	JAVARDIAN	28456	5.00

Sworn to Before Me This

So Answers,

Day of \_\_\_\_\_ 2006

  
Chester A. Hawkins  
Sheriff

Nicole Nicholas  
NOV. 3, 2005  
10:05 A.M.

PETER R. DEFAZIO  
Sheriff

# ALLEGHENY COUNTY SHERIFF'S DEPARTMENT

436 GRANT STREET  
PITTSBURGH, PA 15219-2496  
PHONE (412) 350-4700  
FAX (412) 350-6388

DENNIS SKOSNIK  
Chief Deputy

PLAINTIFF: Green Tree Cons.

VS.

DEFT.: L. Earl Claycomb a1

DEFT.: US Dept of Justice

DEFT.: ATTN: Michael C. Culville, Esq. Asst US ATTY - West Dist

GARNIShee: 633 US Post Office + Courthouse

ADDRESS: Pittsburgh PA 15219

4TH FL  
US ATTY OFFICE

CASE#: 05-1614-C

EXPIRES: 11-18-05

SUMMONS/PRAECEPTE

SEIZURE OR POSSESSION

NOTICE AND COMPLAINT

REVIVAL OR SCI FA

INTERROGATORIES

EXECUTION • LEVY OR GARNISHEE

OTHER

MUNICIPALITY OR CITY WARD: \_\_\_\_\_ ATTY: Gregory J. Amdan

DATE: 20 \_\_\_\_\_

ADDRESS: 215-942-9690

ATTY'S PHONE: \_\_\_\_\_

INDICATE TYPE OF SERVICE:  PERSONAL  PERSON IN CHARGE  DEPUTIZE  MAIL  POSTED  OTHER  LEVY  SEIZED & STORED

NOW: Nov. 1 2005 I, SHERIFF OF ALLEGHENY COUNTY, PA do hereby depelize the Sheriff of Allegheny County to execute this Writ and make return thereof according to law

NOTE: ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, with out liability on the part of such deputy herein for any loss, destruction or removal of any such property before sheriff's sale therof.

Seize, levy, advertise and sell all the personal property of the defendant on the premises located at: \_\_\_\_\_

MAKE	MODEL	MOTOR NUMBER	SERIAL NUMBER	LICENSE NUMBER
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

## SHERIFF'S OFFICE USE ONLY

I hereby CERTIFY and RETURN that on the 3 day of November, 20 05, at 10:05 o'clock, A.M. Address Above/ Address Below, County of Allegheny, Pennsylvania

I have served in the manner Described below: \_\_\_\_\_

Defendant(s) personally served.  
 Adult family member with whom said Defendant(s) reside(s). Name & Relationship \_\_\_\_\_  
 Adult in charge of Defendant's residence who refused to give name or relationship.  
 Manager/other person authorized to accept deliveries of United States Mail Nicole Nicholas  
 Agent or person in charge of Defendant(s) office or usual place of business.

Other \_\_\_\_\_  
 Property Posted \_\_\_\_\_

Defendant not found because:  Moved  Unknown  No Answer  Vacant  Other \_\_\_\_\_

Certified Mail  Receipt \_\_\_\_\_  Envelope Returned \_\_\_\_\_  Neither receipt or envelope retuned: writ expired \_\_\_\_\_

Regular Mail Why \_\_\_\_\_

You are hereby notified that on \_\_\_\_\_, \_\_\_\_\_, levy was made in the case of \_\_\_\_\_  
 Possession/Sale has been set for \_\_\_\_\_, 20 \_\_\_\_\_ at \_\_\_\_\_ o'clock

**YOU MUST CALL DEPUTY ON THE MORNING OF SALE/POSSESSION BETWEEN 8:30 - 9:30 A.M.**

ATTEMPTS \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Additional Costs Due \$ \_\_\_\_\_, This is  
 placed on writ when returned to Prothonotary. Please check  
 before satisfying case.

Affirmed and subscribed before me

this \_\_\_\_\_ day of NOV 14 2005

Sheila R. O'Brien

Notary Public

City of Pittsburgh, Allegheny County

My Commission Expires June 19, 2008

Notary Seal

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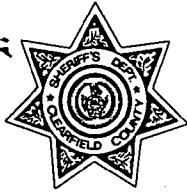
Notary Seal

Sheila R. O'Brien, Notary Public

City of Pittsburgh, Allegheny County

My Commission Expires June 19, 2008

&lt;p



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

OFFICE (814) 765-2641 EXT. 5986  
AFTER 4:00 P.M. (814) 765-1533  
FAX (814) 765-5915

ROBERT SNYDER  
CHIEF DEPUTY

MARILYN HAMM  
DEPT. CLERK

CYNTHIA AUGHENBAUGH  
OFFICE MANAGER

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
PAGE 100926

GREEN TREE CONSUMER DISCOUNT COMPANY  
vs.  
L. EARLCLAYCOMB, ETHEL V. CLAYCOMB & THE UNITED STATES OF AMERICA

TERM & NO. 05-1614-CD

COMPLAINT IN MORGAGE FORECLOSURE

**SERVE BY: 11/18/05**

**MAKE REFUND PAYABLE TO GREGORY JAVARDIAN, ESQ.**

**SERVE:** THE US DEPT. OF JUSTICE ATTN: MICHAEL C. COLVILLE, ESQ., ASST. US ATTY-WESTERN DIST.

**ADDRESS:** 633 US POST OFFICE & COURTHOUSE, PITTSBURGH, PA 15219

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ALLEGHENY COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, November 01, 2005.

RESPECTFULLY,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA