

06-02-CD  
Charles Cunningham vs Sharon

Charles Cunningham vs Sharon Stone  
2006-2-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CHARLES A. CUNNINGHAM,

\*  
\* No. 06-02-CD  
\*  
\*

Plaintiff

\*

\*

vs.

\*

\*

SHARON E. STONE

\*

\*

Defendant

\* TYPE OF CASE: Civil Action

\*

\* TYPE OF PLEADING: Complaint

\*

\*

\* FILED ON BEHALF OF:

\* Plaintiff

\*

\* COUNSEL OF RECORD FOR THIS

\* PARTY:

\* David C. Mason, Esquire

\* Supreme Court I.D. 39180

\* Attorney at Law

\* P. O. Box 28

\* Philipsburg, PA 16866

\* (814) 342-2240

\*

FILED 10/11/24, 2006 Atty pd. 85.00  
JAN 03 2006 UN  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CHARLES A. CUNNINGHAM,

\*  
\* No.  
\*

Plaintiff

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vs.

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SHARON E. STONE

\*  
\*  
\*

Defendant

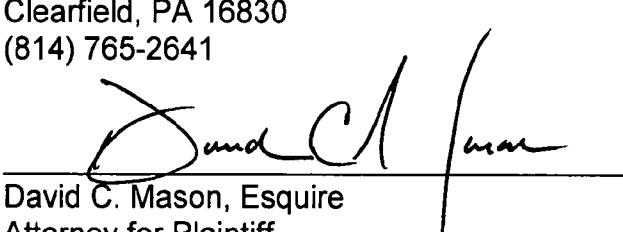
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**NOTICE TO DEFEND**

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 defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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 AN LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

  
\_\_\_\_\_  
David C. Mason, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CHARLES A. CUNNINGHAM,

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\*  
No.

Plaintiff

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vs.

SHARON E. STONE

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\*

Defendant

**COMPLAINT**

AND NOW, comes the Plaintiff, Charles A. Cunningham, an adult individual, by and through his counsel, DAVID C. MASON, and files the following Complaint against the Defendant, of which the following are averments of fact:

1. Plaintiff is Charles A. Cunningham, an individual, who resides at P.O. Box 5, Belle Meade, New Jersey, 08502.
2. Defendant is Sharon E. Stone, an individual, who resides at 420 Ida Street, Houtzdale, Clearfield County, Pennsylvania, 16651.
3. Defendant Sharon E. Stone is the owner of certain premises located at 708 Elizabeth Street, Borough of Osceola Mills, Clearfield County, Pennsylvania, 16666, by virtue of a Deed dated July 3, 2002, and entered of record in the Office of the Recorder of Deeds of Clearfield County at Instrument No. 200210868 on July 10, 2002.
4. Defendant Sharon E. Stone gave Plaintiff a mortgage on the subject premises dated July 3, 2002, and entered of record in the Office of the Recorder of Deeds in

Clearfield County at Instrument No. 200210869. A copy of said mortgage is attached and incorporated herein as Exhibit "A".

5. The mortgage identified in paragraph 4 hereof is security for a Promissory Note dated July 3, 2002, in the original principal amount of \$50,771.77. The said Promissory Note requires payments in the amount of \$395.18 beginning August 3, 2002, and continuing each and every month thereafter until July 3, 2016, or until the entire principal balance shall have been repaid. A true and correct copy of the Promissory Note is attached hereto and incorporated herein as Exhibit "B").

6. Defendant has failed and continues to fail to make the required monthly payments to the Plaintiff, required by the express terms of the Promissory Note, and in particular, she has failed to make any payment whatsoever since February, 2004.

7. The mortgage is in default because of Defendant Sharon E. Stone's failure to make the required monthly payment due under the Promissory Note, and the following amounts are due on the mortgage:

Principal balance from February 2004	\$46,347.87
Late Fees	340.00
Interest from February 2004 through December 2005 at rate of \$5.08 per day (4.00%APR)	3,540.76
Total outstanding indebtedness as of December 31, 2005	\$50,228.63
Attorney's fees at 5.00% of the outstanding indebtedness per the terms of the Mortgage	2,473.34
Court costs (estimated)	300.00
<b>TOTAL</b>	<b>\$53,001.97</b>

8. To date, the outstanding Mortgage balance due and owing on said premises, including late fees, is in excess of \$5,401.44, and is increasing continuously.

9. In addition, the Defendant has failed to pay or otherwise satisfy the assessed real estate property taxes due and owing both to the Borough of Osceola Mills, County of Clearfield, and the Philipsburg-Osceola Area School District.

10. The current outstanding real estate tax liability owing is unknown.

11. The Defendant has been given adequate notice of her legal obligation under the Promissory Note, requiring continued monthly payment on or settlement in full the balance of the Mortgage, through repeated letters, warnings, and notices; the Defendant has failed to acknowledge or respond to all letters, warnings, and notices, and it is unlikely and doubtful that Defendant will respond in the future. A copy of a letter dated April 13, 2005, addressed to the Defendant, Sharon E. Stone, is attached hereto and incorporated herein as Exhibit "C".

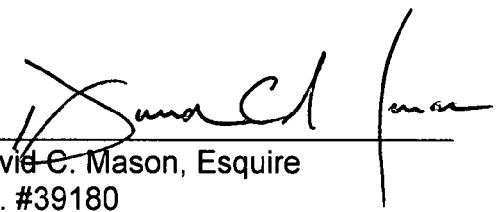
*12. In accordance with the provisions of the Act of January 30, 1974, Pub. L. 13, No. 6, §403 (41 P.S. §403) a Notice was sent to the Defendant dated October 29, 2004, providing notice to the Defendant of the Plaintiff's intent to foreclose upon the mortgage if Defendant was unable to cure the default.*

**WHEREFORE**, Plaintiff prays your Honorable Court for an Order foreclosing upon the Mortgage on said premises at 708 Elizabeth Street, Osceola Mills, Clearfield County, Pennsylvania, 16666; declaring the Mortgage on said property to be in default; and directing the Defendant, Sharon E. Stone, to return the Deed on that property forthwith to the Plaintiff; or in the alternative, Plaintiff prays your Honorable Court enter judgment of

mortgage foreclosure against the Defendant and the mortgaged real property for the full amount set forth above, together with interest thereon, all other amounts advanced by the Plaintiff, and attorney's fees and costs.

Respectfully submitted,

MASON LAW OFFICE

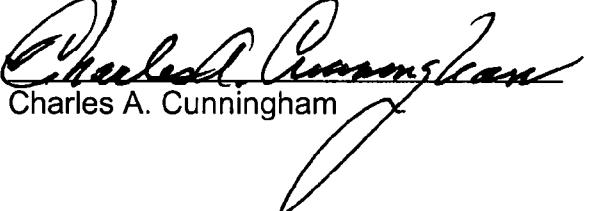
By: 

David C. Mason, Esquire  
I.D. #39180  
Attorney for Plaintiff

D:\Office\COURT\CunninghamCOMPLAINT.wpd\blb

**VERIFICATION**

I, the Plaintiff herein, verify that the statements made in the foregoing Complaint are true and correct to the best of our knowledge, information and belief. We understand that false statements herein are made subject to the penalties of 18 PA. C.S. §4904 relating to unsworn falsification to authorities.

  
Charles A. Cunningham



MORTGAGE

Made this 3<sup>rd</sup> day of July, 2002 by and between  
**SHARON E. STONE**, her heirs, executors, administrators and assigns, currently of 708  
Elizabeth Street, Osceola Mills, Pennsylvania, 16666; (hereinafter called "Mortgagor")

A

N

D

**CHARLES E. CUNNINGHAM**, currently of P.O. Box 5, Belle Meade, New Jersey 08502;  
(hereinafter called "Mortgagee")

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of **FIFTY THOUSAND SEVEN HUNDRED SEVENTY ONE AND 77/100) DOLLARS**, lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the Note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference;

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

Ex. "A"



**ALL** that certain piece or parcel of land situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, bounded and described as follows:

**BOUNDED** and designated on the Company's plan of said Borough as No. 349 on the Northwesterly corner of Mill and Elizabeth Streets. Containing in front or breadth on said Mill Street Fifty (50') feet and extending of that width in length or depth between lines parallel with and along said Elizabeth Street One Hundred Fifty (150') feet; bounded Westerly by Moshannon Alley, Southerly by said Mill Street, Westerly by Lot No. 350 and Easterly by Elizabeth Street aforesaid.

Together with improvements erected thereon and affixed thereto.

**TAX ID#16-013-381-46**

**BEING** the same premises as vested unto the Borrower herein by instrument dated even date herewith, not yet recorded but intended so to be.

Together with the buildings and improvements erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest thereon, and shall keep and perform each of the other covenants, conditions and agreements hereinafter set forth, then this mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so



evidenced and secured and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged premises and pay and discharge all mechanics' lien which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby and pay any and all charges and debts related to and in the course of the business purchased from Mortgagee, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagees as their respective interests may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

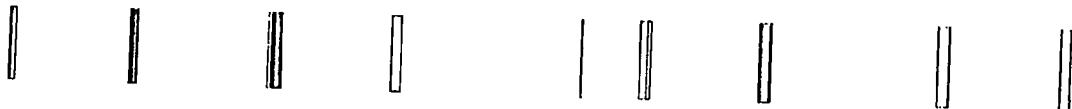
(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right

to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon. Mortgagor shall maintain the service station in a working and operable manner throughout the duration of this Mortgage.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall be at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted by judgement, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five percent (5%) of the total indebtedness or \$200.00, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition



and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof the day and year first above written.

Witnessed by:

  
Sharon E. Stone (SEAL)  
Sharon E. Stone

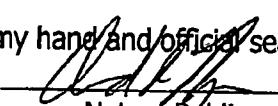
COMMONWEALTH OF PENNSYLVANIA :

COUNTY OF CLEARFIELD : SS.

On this, the 3 day of July, 2002, before me, the undersigned officer, personally appeared **SHARON E. STONE**, known to me (or satisfactorily proven) to be the persons whose name are subscribed to the within Mortgage, and acknowledged that he has executed the same for the purposes therein contained.

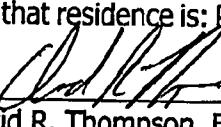
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notarial Seal  
David R. Thompson, Notary Public  
Chester Hill Borough, Clearfield County  
My Commission Expires: Nov. 30, 2002

  
Notary Public

#### CERTIFICATE OF RESIDENCE OF MORTGAGEE

Mortgagee within named, hereby certifies that residence is: P.O. Box 5, Belle Meade, NJ 08502

BY   
David R. Thompson, Esquire

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
**200210869**

RECORDED ON

**JUL 10 2002**

**9:43:37 AM**

Total Pages: 5

RECORDING FEES -	\$15.00
RECORDER	\$2.00
COUNTY IMPROVEMENT FUND	\$3.00
RECORDER IMPROVEMENT FUND	\$0.50
STATE WRIT TAX	\$20.50
TOTAL	
CUSTOMER	
THOMPSON, DAVID	

**EXHIBIT B**

## -- PROMISSORY NOTE --

**FOR VALUE RECEIVED**, the undersigned, **SHARON E. STONE**, ("MAKER") does hereby irrevocably promise to pay, without defalcation, to the order of **CHARLES E. CUNNINGHAM**, his successors and assigns, ("HOLDER"), of P.O. Box 5, Belle Meade, New Jersey, 08502, the principal sum of **FIFTY THOUSAND SEVEN HUNDRED SEVENTY ONE AND 77/100 (\$50,771.77)** Dollars for the down payment of real property located in Osceola Mills Borough, Clearfield County, Pennsylvania, lawful money of the United States, together with interest at the rate of 4.00% per annum on the unpaid principal balance, payable in one hundred sixty-eight (168) equal consecutive monthly installments of principal of **THREE HUNDRED AND NINTY-FIVE AND 18/100 (\$395.18)** Dollars, provided, however, that the principal balance of the Note shall be repaid in full no later than the 3<sup>rd</sup> day of July, 2016.

**MAKERS** shall commence paying the equal consecutive monthly installments unto **HOLDER** no later than the 3<sup>rd</sup> day of August, 2002, and shall continue paying the same amount on the same day of each and every month thereafter for a period of one hundred and sixty-eight (168) months, or until all principal and any other payment required hereunder is paid in full.

Should the **MAKERS** neglect, fail or refuse to pay unto **HOLDER** any of the monthly payments on the date the same be due, and should this payment remain unpaid for a period of ten (10) days, then **HOLDER**, at its option may declare a default of this Note.

In the event any monthly installment shall not be paid when due, the **MAKERS** shall pay a late charge of **TWENTY (\$20.00)** Dollars.

**MAKERS** shall have the privilege of prepaying, without premium or penalty, the principal balance of this Note, in whole or in part, at any time and without notice. Such prepayment shall be applied to installments on this Note in inverse order of maturity, and shall not postpone or interrupt

*Ex "B"*



the payment of monthly installments as the same shall become due.

**MAKERS** and all guarantors and endorsers, if any, of this Note hereby waive presentment, demand for payment, notice of dishonor or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Note.

At the option of **HOLDER**, the entire principal balance, plus attorney's fees and costs of suit, secured hereby, shall become immediately due and payable upon occurrence of any of the following events of default ("EVENTS OF DEFAULT"):

- (1) **MAKERS** shall fail to pay, when due, any installment of principal or interest to be paid hereunder, and the same remain unpaid for ten (10) days thereafter;
- (2) **MAKERS** sell, agree to sell, lease, or agree to lease to a third party all or substantially of their assets;
- (3) **MAKERS** merge or consolidate with a third party;
- (4) The control of **MAKERS** is transferred to or otherwise becomes vested in persons other than those in control on the date hereof;
- (5) The financial condition of **MAKERS** shall be such that in the reasonable opinion of **HOLDER**, repayment of this Note is, or is likely to become, in jeopardy;
- (6) **MAKERS** shall (I) become insolvent, (ii) admit their inability to pay this debt as it comes due, (iii) make an assignment for the benefit of its creditors, (iv) be adjudicated bankrupt or insolvent, (v) voluntarily initiate proceedings under any bankruptcy or reorganization law either now or hereafter in effect, (vi) become the subject of any involuntary proceedings under any bankruptcy or reorganization law either now or hereafter in effect shall not have been discharged within sixty (60) days of the initiation thereof;



**HOLDER** retains the option, in the event of the occurrence of any one of the Events of Default, to give notice of default to the **MAKERS** requiring correction of same within ten (10) days. Notwithstanding anything contained herein to the contrary, **HOLDER** retains the option, in the event of the occurrence of an Event of Default to require immediate payment of the entire principal balance secured hereby, plus accrued interest then due hereunder.

THE FOLLOWING PARAGRAPH SETS FORTH A WARRANT OF AUTHORITY FOR AN ATTORNEY TO CONFESS JUDGMENT AGAINST THE **MAKERS**. IN GRANTING THIS WARRANT OF ATTORNEY TO CONFESS JUDGMENT AGAINST THE **MAKERS**, THE **MAKERS** HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, AND, ON THE ADVICE OF THE SEPARATE COUNSEL OF THE **MAKERS**, UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS THE **MAKERS** HAVE OR MAY HAVE TO PRIOR NOTICE AND AN OPPORTUNITY FOR HEARING UNDER THE RESPECTIVE CONSTITUTIONS AND LAW OF THE UNITED STATES AND THE COMMONWEALTH OF PENNSYLVANIA.

Upon the occurrence of an "Event of Default", the **MAKERS** hereby irrevocably authorize and empower any attorney of any court of record in the Commonwealth of Pennsylvania, or elsewhere, to appear for them and to enter and confess judgment against each of the **MAKERS**, individually, jointly, and severally, at any time or times and as often as necessary, for the principal sum above mentioned, with or without declaration, costs of suit, without stay of execution, and with attorney's fees of ten percent (10%) of the principal indebtedness to be added, but in no event less than the sum of FIFTY THOUSAND SEVEN HUNDRED SEVENTY ONE AND 77/100 (\$50,771.77) DOLLARS. The **MAKERS** hereby irrevocably release **HOLDER** from all errors and defects whatsoever in entering said judgment, and agree that no writ of error, appeal, petition to open

or strike off judgment or other objection shall be filed or made with respect thereto. The **MAKERS** agree that any of their property may be levied upon to collect said judgment and may be sold upon a writ of execution, and hereby waive and release all laws, now or hereafter in force, relating to exemption, appraisement or stay of execution. The authority hereby granted to confess judgment shall not be exhausted by any exercise thereof, but shall continue from time to time and at all times until the **MAKERS** have paid all sums required to be paid by the **MAKERS** under this Note and have performed all of the other provisions hereof or thereof to be performed by the **MAKERS**.

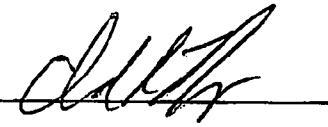
The remedies provided in this Judgment Note or otherwise available to **HOLDER** for the enforcement of the payment of the principal sum together with interest, and performance of the covenants, conditions, and agreements, matters and things herein contained are cumulative and concurrent and may be pursued singly, successively or together at the sole discretion of **HOLDER**, and may be exercised from time to time as often as occasion therefore shall occur until **HOLDER** has been paid all sums due in full.

The terms and provisions of this Note are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions, or provisions of this Note under federal, state, or other applicable law, such unenforceability or invalidity shall not render any other term, covenants, condition, or provision hereunder unenforceable or invalid. In the event any waiver by the **MAKERS** hereunder is prohibited by law, including but not limited to the waiver of exemption from execution, such waiver shall be and be deemed to be deleted herefrom.

Waiver by **HOLDER** of any rights, options or remedies hereunder shall not constitute any agreement, waiver or estoppel by **HOLDER** to waive future rights, options or remedies with respect to the same or different subjects.

IN WITNESS WHEREOF, intending to be legally bound hereby, the **MAKERS** have caused this Note to be duly executed, the date and year first above written.,

WITNESS:

BY: 

BY: 

Sharon E. Stone

C:\My Documents\forms\stonepromissory.wpd:ajd

**EXHIBIT C**

DAVID C. MASON

Attorney at Law

FILE COPY

409 NORTH FRONT STREET  
P.O. Box 28  
PHILIPSBURG, PENNSYLVANIA 16866  
(814) 342-2240  
FAX (814) 342-5318

**NOTICE OF INTENTION TO FORECLOSE  
A RESIDENTIAL MORTGAGE**

April 13, 2005

Certified Mail  
Receipt Requested

Ms. Sharon E. Stone  
613 Hale Street  
Osceola Mills, PA 16666

**Mortgagor: Sharon E. Stone  
Mortgagee: Charles Cunningham  
Mortgaged Property: 708 Elizabeth St., Osceola Mills, PA 16666**

The mortgage held and owned by Mr. Charles A. Cunningham (hereinafter he, him, and his) on your property, located at 708 Elizabeth Street, Osceola Mills, Clearfield County, Pennsylvania, 16666, **IS IN DEFAULT** because you have not or have otherwise failed to make the required monthly payments. This failure has been persistent since February of 2004. To date, you have failed to make thirteen (13) consecutive monthly payment totaling \$5,137.34. In addition, interest on that sum has been accumulating monthly and now totals \$2,078.56. As a result of your failure to make these payments, the total amount now required to cure the default on your mortgage is \$7,215.90. In other words, Ms. Stone, you need to pay Mr. Cunningham \$7,215.90 in order to get caught up in your payments.

You may cure this default within thirty (30) days of the date of this letter, by paying Mr. Cunningham the above amount of \$7,215.90, as well as any additional required monthly payments that may arise during this thirty (30) day period. Payment must be made either by cash, cashier's check, certified or registered check, or money order, and must be made to either:

- (1) Mr. Cunningham at P.O. Box 5, Belle Meade, NJ 08502, or to
- (2) David C. Mason, P.O. Box 28, Philipsburg, PA 16866.

If you do not cure the default within thirty (30) days, Mr. Cunningham intends to do the following. First, he intends to accelerate the payment schedule created pursuant to the mortgage agreement. If this occurs, the entire amount of the mortgage owing will automatically come due all at once and must be satisfied. Instead of \$7,215.90 owing, you will be required to pay \$48,426.43. Second, Mr. Cunningham intends to file a lawsuit against you. If he is forced to file a lawsuit, any court costs and attorney's fees will be added to whatever you owe to Mr. Cunningham. Finally, if the default is not cured, your property may be sold by the Sheriff of Clearfield County to pay off the

Ex "C"

DAVID C. MASON

*Attorney at Law*

outstanding debt. Ms. Stone it is imperative that you know that all of this can be avoided if your cure the current default within the thirty (30) day period.

You should also know that, although Mr. Cunningham may sue you personally for the unpaid principal balance and all other sums due under the mortgage, you still have the legal right to cure your default. Even if you have not cured the default within thirty (30) days, and foreclosure proceedings are brought against you, you still have the legal right to cure the default and prevent the forced sale of your property at sheriff's foreclosure sale. You should realize, however, that a sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. A notice of the date of the sheriff's sale will be sent to you before the actual sale takes place. Following the sheriff's sale, if you continue to live in the property, another lawsuit could be started to evict you. Know also that, if the sheriff's sale of the property does not produce a sale price adequate to satisfy the mortgage in-full, a separate lawsuit may be filed against you personally to recover any outstanding debts.

You have additional rights to help protect your interest in the property. **YOU 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. (YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARES, ATTORNEY'S FEES, AND COSTS ARE PAID PRIOR TO OR AT THE SALE; AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED.) IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS TO SETTLE THIS DEBT, CONTACT YOUR ATTORNEY. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

MASON LAW OFFICE



David C. Mason, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CHARLES A. CUNNINGHAM,

\*  
\* No. 06-2-CD  
\*

Plaintiff

vs.

SHARON E. STONE

Defendant

- \* TYPE OF CASE: Civil Action
- \* TYPE OF PLEADING: Certificate of Service
- \* FILED ON BEHALF OF:  
\* Plaintiff
- \* COUNSEL OF RECORD FOR THIS  
\* PARTY:  
\* David C. Mason, Esquire  
\* Supreme Court I.D. 39180  
\* Attorney at Law  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240

FILED  
m/3:50 am (un) *abcc.*  
MAR 10 2006

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

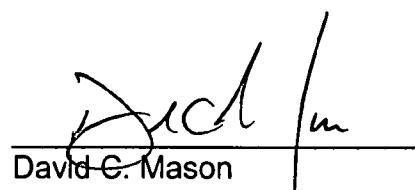
CHARLES A. CUNNINGHAM, \*  
\* No. 06-2-CD  
\*  
Plaintiff \*  
\*  
\* vs. \*  
\*  
\*  
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\*  
SHARON E. STONE \*  
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\*  
\*  
Defendant \*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of Plaintiff's Praeclipe to Discontinue was served upon Defendant, Sharon E. Stone, Esquire, via First Class U.S. mail, postage prepaid, as follows:

Sharon E. Stone  
420 Ida Street  
Houtzdale, PA 16651

MASON LAW OFFICE

  
\_\_\_\_\_  
David C. Mason  
409 N. Front Street  
P.O. Box 28  
Philipsburg, PA 16866  
(814) 342-2240

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CHARLES A. CUNNINGHAM,

\*  
\* No. 06-2-CD  
\*

Plaintiff

vs.

SHARON E. STONE

Defendant

\* TYPE OF CASE: Civil Action  
\*  
\* TYPE OF PLEADING: Praeclipe to Settle  
\* and Discontinue  
\*  
\*  
\* FILED ON BEHALF OF:  
\* Plaintiff  
\*  
\* COUNSEL OF RECORD FOR THIS  
\* PARTY:  
\* David C. Mason, Esquire  
\* Supreme Court I.D. 39180  
\* Attorney at Law  
\* P. O. Box 28  
\* Philipsburg, PA 16866  
\* (814) 342-2240  
\*

FILED  
m/2:50pm  
MAR 10 2006  
No cc  
Recd of disc to  
Atty Mason  
Copy to c/f

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

CHARLES A. CUNNINGHAM,

\*  
\* No. 06-2-CD  
\*

Plaintiff

\*  
\*  
\*  
\*  
\*  
\*

vs.

SHARON E. STONE

Defendant

\*

**PRAECIPE TO SETTLE AND DISCONTINUE**

To: William Shaw, Prothonotary

Kindly discontinue the above referenced case filed against the named Defendant.

MASON LAW OFFICE

  
\_\_\_\_\_  
David C. Mason

Attorney for Plaintiff

DAVID C. MASON

---

*Attorney at Law*

409 NORTH FRONT STREET  
P.O. Box 28  
PHILIPSBURG, PENNSYLVANIA 16866  
(814) 342-2240  
FAX (814) 342-5318

March 9, 2006

William Shaw,  
Prothonotary of Clearfield County  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830

In RE: Cunningham v. Stone  
No. 06-2-CD

Dear Mr. Shaw:

Enclosed please find for filing a Praeceipe to Settle and Discontinue along with a Certificate of Service in the above captioned matter.

Thanks very much.

Very truly yours,

MASON LAW OFFICE

  
David C. Mason

DCM/kla  
Enclosures  
cc Charles Cunningham

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

**Charles A. Cunningham**

**Vs.**  
**Sharon E. Stone**

**No. 2006-00002-CD**

**CERTIFICATE OF DISCONTINUATION**

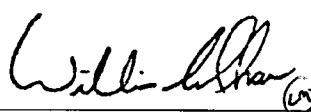
Commonwealth of PA  
County of Clearfield

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 March 10, 2006, marked:

Settled and Discontinued

Record costs in the sum of \$85.00 have been paid in full by David C. Mason Esq..

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 10th day of March A.D. 2006.

  
\_\_\_\_\_  
William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101128  
NO: 06-02-CD  
SERVICE # 1 OF 1  
COMPLAINT

PLAINTIFF: CHARLES A. CUNNINGHAM  
vs.  
DEFENDANT: SHARON E. STONE

**SHERIFF RETURN**

NOW, January 26, 2006 AT 3:30 PM SERVED THE WITHIN COMPLAINT ON SHARON E. STONE DEFENDANT AT MEETING PLACE: MAGISTRATE RUDELLA'S OFFICE, KYLERTOWN, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO SHARON E. STONE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING / DEHAVEN

FILED  
01/24/06  
MAR 16 2006  
WAS

William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	MASON	2485	10.00
SHERIFF HAWKINS	MASON	2485	90.00

Sworn to Before Me This

So Answers,

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

*Chester A. Hawkins*  
*by Marilyn Harris*  
Chester A. Hawkins  
Sheriff