

06-186-CD  
FNB Consumer vs James Frantz et al

FNB Consumer vs James Frantz et al  
2006-186-CD

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. *06-186-CD*  
-2006

**FILED** *2ccshff*  
*m 11:54 AM*  
**FEB 03 2006** *Att. pd. 85.00*  
William A. Shaw  
Prothonotary/Clerk of Courts

**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 DEFENSES 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 OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.**

**IF YOU CAN NOT 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

By: *S.H.F.*  
Stephen H. Hutzelman, Esquire  
Shapira, Hutzelman, Berlin, & May  
305 West Sixth Street  
Erie, PA 16507  
(814) 452-6800

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. -2006

**COMPLAINT AT LAW**

And now, comes the Plaintiff, FNB Consumer Discount Company, by and through its counsel, Shapira, Hutzelman, Berlin, & May, and files this Complaint at Law against the Defendants, James R. Frantz, Sr. and Cindy L. Frantz, a statement of which is as follows:

1. The Plaintiff, FNB Consumer Discount Company, is a lending company, duly authorized to conduct business in the Commonwealth of Pennsylvania, with an address of 904 Beaver Drive, P. O. Box 830, Dubois, Pennsylvania, 15801.

2. The Defendants, James R. Frantz, Sr. and Cindy L. Frantz, are adult individuals, husband and wife, residing at 20 Alberts Court, Dubois, Pennsylvania, 15801.

3. On April 28, 2005, the Defendants entered into a Note with the Plaintiff in the principal amount of \$10,829.58. Attached hereto as Exhibit "A" is a copy of the Note.

4. The Defendants are in default under the terms of said Note, having made no payments thereon since November 14, 2005. The account is currently due for the months of October, November, December 2005, and January 2006, in the amount of \$1,120.83.

5. The pay off balance due on said obligation as of January 24, 2006, is \$11,196.20.

6. Under the terms of the obligation, Plaintiff is entitled to collect reasonable attorney's fees of 15% or \$1,679.43.


7. Under the terms of the obligation, Plaintiff is entitled to collect interest at the rate of 14.50% per annum.

8. The Plaintiff has complied with all conditions prerequisite by law for the initiation of this action.

WHEREFORE, Plaintiff demands judgment in the amount of \$11,182.41, attorney's fees of \$1,677.36, interest at the rate of 15.63% per annum, interest according to law, and the costs of the action.

RESPECTFULLY SUBMITTED,

SHAPIRA, HUTZELMAN, BERLIN, & MAY

  
\_\_\_\_\_  
BY: Stephen H. Hutzelman, Esquire  
305 West Sixth Street  
Erie, PA 16507  
(814)452-6800  
PA ID# 06541

Dated: February 1, 2006

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. -2006

COMMONWEALTH OF PENNSYLVANIA

SS.

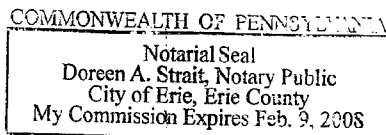
COUNTY OF ERIE

Before me, a Notary Public, in and for the said County and State, personally appeared **STEPHEN H. HUTZELMAN**, who, being duly sworn according to law, deposes and says that he is the attorney for the party required to make this affidavit in the within case, that he is duly authorized to make this affidavit, and that the facts contained in the within document are true and correct to the best of his knowledge, information and belief. This affidavit is being supplied for the purpose of convenience and an affidavit of the party will be supplied upon demand.

Stephen H. Hutzelman

Sworn and subscribed before me this  
1<sup>ST</sup> day of February, 2006.

Doreen A. Strait



JAN. 24. 2006 10:54AM

FNB-DUBOIS

NO. 569

P. 2

15.63

AGREED RATE OF INTEREST: \_\_\_\_\_ % per annum.

REV. 7-02 Pennsylvania  
FIRST MORTGAGE LOANS

## PROMISSORY NOTE

ACCOUNT IDENTIFICATION	ACCOUNT NO. 100954	BORROWER: JAMES R FRANTZ SR
LENDER: F.N.B. CONSUMER DISCOUNT COMPANY P.O. BOX 830 904 BEAVER DRIVE DUBOIS, PA 15801		CO-BORROWER: CINDY L FRANTZ
		MAILING ADDRESS: 20 ALBERTS COURT DUBOIS, PA 15801

ANNUAL  
PERCENTAGE  
RATEThe cost of your credit  
as a yearly rate.

18.00

%

FINANCE  
CHARGEThe dollar amount the  
credit will cost you.

\$ 5675.97

AMOUNT  
FINANCEDThe amount of credit  
provided to you or on  
your behalf.

\$ 10829.58

TOTAL OF  
PAYMENTSThe amount you will  
have paid after you  
have made all payments  
as scheduled.

\$ 16505.55

## DATE OF NOTE

04/28/05

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
1	279.96	06/10/05
59	\$ 275.01	Monthly beginning

PRINCIPAL AMOUNT OF  
LOAN (Amount Financed  
plus Prepaid Finance  
Charges):

\$ 11399.56

In this Promissory Note, the words I, ME, and MY mean each and all of those who have signed it as Borrower. The word you means the Lender shown above.

**TERMS OF PAYMENT** - To repay my loan, I promise to pay you the above Principal Amount of Loan together with interest computed at the Agreed Rate shown above until paid in full. Payments shall be made in the amount(s) shown above as "Amount of Payments" beginning on the date shown above and continuing on the same day of each following month until my loan is paid in full. Payments shall be applied first to accrued charges and the remainder to the Principal amount of Loan. If any part of the Principal Amount of Loan remains unpaid after the date of the last scheduled payment, it shall bear accrued charges at the Agreed Rate until paid.

**LATE CHARGE** - Borrower shall pay to the Note holder a late charge of \_\_\_\_\_ percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

**PREPAYMENT** - Although I do not have to pay more than the fixed payments, I have the right to prepay this loan in whole or in part at any time. The amount required to prepay this loan in full at any point shall be the unpaid Principal Amount of Loan plus accrued interest charges. The Prepaid Finance Charges are not subject to refund in the event of prepayment.

**DEFAULT** - I will be in default under this Note if I do not pay any installment on time or if I wrongfully sell or dispose of any property put up as security for the loan or if I fail to perform any other promise made in this Note or in any security instrument I have given. If this happens, you can demand immediate payment of the full balance owing under this Note, including accrued charges. You also have the right to proceed against any security I have given and/or to sue me for the balance I owe. In the event of my default, I agree to pay your reasonable expenses incurred in repossessing, storing, and selling the security for my loan and, if you sue me to recover the balance I owe on my loan, I agree to pay your reasonable attorney's fees and court costs. Except as otherwise provided by law, the amount of attorney's fees awarded shall be 15% of the unpaid balance of my loan after default.

**IRREGULAR PAYMENTS** - You can accept late payments or partial payments, even if marked "Payment in Full" without losing any of your rights under this Note.

**DELAY IN ENFORCEMENT** - You can delay enforcing any of your rights under this Note without losing them. If I am in default and you do not declare the full balance immediately due and payable, this does not mean that you cannot do so in the future if I again default.

**COMAKERS** - If I am signing this Note as a Comaker, I agree to be equally responsible with the primary borrower for the payment of loans made under this Note. You do not have to notify me that any loan has not been paid. You can change the terms of payment and/or release any security without notifying me or releasing me from responsibility under this Note without first demanding payment from the primary borrower.

**SECURITY** - This Promissory Note is secured by a First Mortgage on the real property described on the Federal Disclosure Statement.

☐ IF CHECKED AT LEFT, THE FOLLOWING NOTICE APPLIES. ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**BORROWER(S) ACKNOWLEDGES RECEIPT OF THE AMOUNT FINANCED AND DIRECTS LENDER TO APPLY SAME AS AUTHORIZED ON THE ITEMIZATION OF THE AMOUNT FINANCED. BORROWER(S) ALSO ACKNOWLEDGES RECEIPT OF COPIES OF THE FEDERAL DISCLOSURE STATEMENT, PROMISSORY NOTE AND VOLUNTARY CREDIT INSURANCE AUTHORIZATION; AND ALSO ACKNOWLEDGES THAT THE SELECTION OF INSURANCE COVERAGE WAS VOLUNTARY AND REQUESTS THE COVERAGE(S) AS INDICATED ON VOLUNTARY CREDIT INSURANCE AUTHORIZATION.**

**NOTICE TO CONSUMER: DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY (EXCEPT THE PREPAID FINANCE CHARGES ARE NOT SUBJECT TO REFUND IN THE EVENT OF PREPAYMENT).**

By [Signature]  
FOR LENDER (WITNESS TO ALL)

White

EXHIBIT

A

Borrower

[Signature]  
BORROWER

**CLEARFIELD COUNTY  
RECORDER OF DEEDS****Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy****MAY 03 2005**

P.O. Box 361

1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830**\*RETURN DOCUMENT TO:**

F N B CONSUMER DISC CO

Instrument Number - 200506397

Recorded On 5/2/2005 At 10:44:28 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 9

Invoice Number - 128602

\* Mortgagor - FRANTZ, JAMES R

\* Mortgagee - F N B CONSUMER DISC CO

\* Customer - F N B CONSUMER DISC CO

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$21.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$36.50

**I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.****Karen L. Starck  
Recorder of Deeds****THIS IS A CERTIFICATION PAGE****Do Not Detach****THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this page.

After Recording Return To:  
FNB CONSUMER DISCOUNT CO  
904 BEAVER DR PO BOX 830  
DUBOIS PA 15801

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated APRIL 28, 2005, together with all Riders to this document.

(B) "Borrower" is JAMES R FRANTZ AND CINDY L FRANTZ. Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is FNB CONSUMER DISCOUNT COMPANY. Lender is a FINANCE COMPANY organized and existing under the laws of PENNSYLVANIA. Lender's address is 904 BEAVER DR PO BOX 830 DUBOIS PA 15801. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated APRIL 28, 2005. The Note states that Borrower owes Lender ELEVEN THOUSAND THREE HUNDRED NINETY NINE DOLLARS AND 56/100 Dollars (U.S. \$ 11,399.56) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MAY 05, 2010.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider        |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" mean those items that are described in Section 3.

(L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for (i) damage to, or destruction of, the Property, (ii) condemnation or other taking of all or any part of the Property, (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.



**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the CITY OF DUBOIS WARD 2 of CLEARFIELD COUNTY.

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF DUBOIS, WARD 2 IN THE COUNTY OF CLEARFIELD AND COMMONWEALTH OF PENNSYLVANIA BEING MORE FULLY DESCRIBED IN A DEED DATED 09/14/1999 AND RECORDED 01/26/2005 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE IN DEED VOLUME 200501123 AND PAGE 1

ADDRESS: 20 ALBERTS COURT DUBOIS PA 15801 TAX MAP OR PARCEL ID NO 7.2-1-224-C

which currently has the address of 20 ALBERTS COURT

DUBOIS

15801 [Street]

, Pennsylvania

("Property Address"):

[City]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

**THIS SECURITY INSTRUMENT** combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to, (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured

position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are

subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrowers Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 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.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash, (b) money order, (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the

Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise.) Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

23. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Waivers. Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

26. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

27. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Stephen D. Welsh  
STEPHEN D. WELSH

James R. Frantz (Seal)  
JAMES R. FRANTZ - Borrower

Stephen D. Welsh  
STEPHEN D. WELSH

Cindy L. Frantz (Seal)  
CINDY L. FRANTZ - Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:  
On this, the 28<sup>th</sup> day of APRIL, 2005, before me, NICOLE M HIGGINS, NOTARY,  
the undersigned officer, personally appeared JAMES R FRANTZ AND CINDY L FRANTZ,  
known to me (or satisfactorily proven) to be the person(s) whose name(s) ARE  
subscribed to the within instrument and acknowledged that THEY executed the same  
for the purposes herein contained.

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

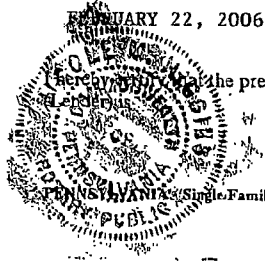
My commission expires:

FEBRUARY 22, 2006

Nicole M Higgins  
NICOLE M HIGGINS, NOTARY PUBLIC  
Title of Officer

904 BEAVER DR PO BOX 880 DUBOIS PA 15801

Nicole M Higgins  
Title of Officer



Notarial Seal  
Nicole M. Higgins, Notary Public  
City of Dubois, Clearfield County, PA  
My Commission Expires Feb. 22, 2006

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 101231  
NO: 06-186-CD  
SERVICE # 1 OF 2  
COMPLAINT

PLAINTIFF: FNB CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: JAMES R. FRANTZ and CINDY L. FRANTZ

**SHERIFF RETURN**

NOW, February 07, 2006 AT 11:30 AM SERVED THE WITHIN COMPLAINT ON JAMES R. FRANTZ DEFENDANT AT 20 ALBERTS COURT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES R. FRANTZ, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

**FILED**  
019:00/SH  
APR 10 2006

William A. Shaw  
Prothonotary/Clerk of Courts



**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

DOCKET # 101231  
NO: 06-186-CD  
SERVICE # 2 OF 2  
COMPLAINT

PLAINTIFF: FNB CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: JAMES R. FRANTZ and CINDY L. FRANTZ

**SHERIFF RETURN**

---

NOW, February 07, 2006 AT 11:30 AM SERVED THE WITHIN COMPLAINT ON CINDY L. FRANTZ DEFENDANT AT 20 ALBERTS COURT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES FRANTZ, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / DEHAVEN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101231  
NO: 06-186-CD  
SERVICES 2  
COMPLAINT

PLAINTIFF: FNB CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: JAMES R. FRANTZ and CINDY L. FRANTZ

SHERIFF RETURN



RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HUTZELMAN	5508	20.00
SHERIFF HAWKINS	HUTZELMAN	5508	41.30

Sworn to Before Me This

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

So Answers,

  
  
Chester A. Hawkins  
Sheriff

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.06-186-CD

**PRAECIPE FOR A DEFAULT JUDGMENT**

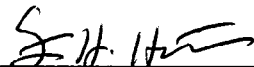
TO THE PROTHONOTARY:

Enter judgment in favor of the Plaintiff and against the Defendants, James R. Frantz and Cindy L. Frantz, for failure to file an Answer within the time prescribed by law and assess the Defendant for damages in the amount below:

Amount claimed in Plaintiff's Complaint	\$11,182.41
Attorney's Fees/Collection Costs	\$1,677.36
Interest at the rate of 15.63% per annum	\$1,747.81
TOTAL	\$14,607.58
Plus Court Costs of record.	

Respectfully submitted,

SHAPIRA, HUTZELMAN, BERLIN ELY,  
SMITH & WALSH

By: 

Stephen H. Hutzelman, Esquire  
305 West Sixth Street  
Erie, PA 16507  
PA ID #06541  
(814) 452-6800

Dated: June 2, 2006

**FILED**

JUN 05 2006

W/ 1:30/4

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to Att

NOTICE to DEF

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO. 06-186-CD

Dated: April 14 2006

TO: Mr. James R. Frantz, Sr.  
20 Alberts Court  
Dubois, PA 15801

Mrs. Cindy L. Frantz  
20 Alberts Court  
Dubois, PA 15801

**NOTICE**

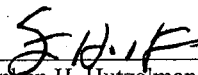
YOU ARE HEREBY IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE, UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE, OR IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

IF YOU CAN NOT 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.

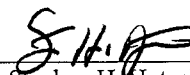
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
(814)765-2641 EXT. 5982

BY: \_\_\_\_\_

  
Stephen H. Hutzelman, Esquire  
305 West Sixth Street, Erie, PA 16507  
(814) 452-6800

This is to certify that the within notice was mailed to the above-named Defendant(s) by first class, postage prepaid mail on the date stated above.

BY: \_\_\_\_\_

  
Stephen H. Hutzelman, Esquire  
Attorney for Plaintiff

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.06-186-CD

**AFFIDAVIT**

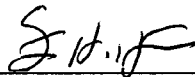
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ERIE

I, STEPHEN H. HUTZELMAN, being duly sworn according to law, depose and say as follows:

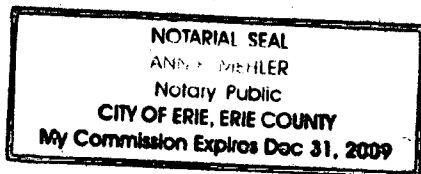
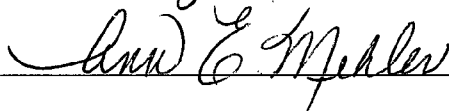
1. That I am the attorney for the Plaintiff in the above-captioned matter.
2. The Defendant(s) in the above entitled case is/are not engaged in the military service of the United States of America.
3. The last known address of the Defendant(s) is/are:

Mr. James R. Frantz, Sr.  
Mrs. Cindy L. Frantz  
20 Alberts Court  
Dubois, PA 15801

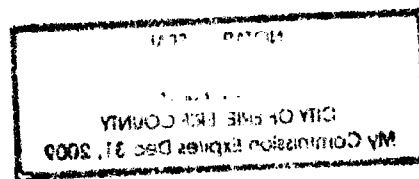


Stephen H. Hutzelman, Esquire  
Attorney for Plaintiff

Sworn and subscribed before me this  
15<sup>th</sup> day of June, 2006.



**FILED**  
JUN 05 2006  
William A. Shaw  
Prothonotary/Clerk of Courts



FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.


JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.06-186-CD

TO: Mr. James R. Frantz, Sr.  
Mrs. Cindy L. Frantz  
20 Alberts Court  
Dubois, PA 15801

Please be advised that judgement has been entered against you in the amount of  
\$14,607.58 with regards to the above captioned matter on the 5<sup>TH</sup> day of  
~~May~~ June, 2006.

  
A handwritten signature in black ink, appearing to be 'W. B. D.', is written over a horizontal line.

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CASE NO.06-186-CD

**PRAECIPE FOR WRIT OF EXECUTION**

Issue a Writ of Execution in the above matter:

- (1) Directed to the Sheriff of Clearfield County;
- (2) against James R. Frantz and Cindy L. Frantz, Defendants;
- (3) against \_\_\_\_\_, garnishee;
- (4) and index this Writ:

(A) against James R. Frantz and Cindy L. Frantz, Defendants;

(B) against \_\_\_\_\_, garnishee;

as lis pendens against:

(a) 20 Alberts Court, DuBois, PA 15801

(5) Amount due	\$14,607.58
Interest from May 13, 2003	\$
TOTAL	\$14,607.58

Plus court costs of record.

**Prothonotary costs** 125.00

Respectfully submitted,

SHAPIRA, HUTZELMAN, BERLIN & MAY

By: Stephen H. Hutzelman

Stephen H. Hutzelman, Esquire  
305 West Sixth Street  
Erie, PA 16507  
PA ID #06541  
(814) 452-6800

**FILED**

JUL 03 2006

William A. Shaw  
Prothonotary/Clerk of Courts

RC 46.12  
w/prop descr.  
to Sheriff

Any pd. 20.00



FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CASE NO.06-186-CD

AFFIDAVIT

COMMONWEALTH OF PENNSYLVANIA

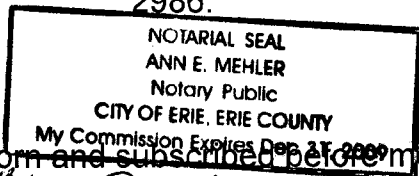
COUNTY OF ERIE

I, STEPHEN H. HUTZELMAN, being duly sworn according to law, depose and say as follows:

1. That I am the attorney for the Plaintiff in the above-captioned matter.
2. The Defendant(s) in the above entitled case is/are not engaged in the military service of the United States of America.
3. The last known address of the Defendant(s) is/are:

James R. Frantz  
Cindy L. Frantz  
20 Alberts Court  
DuBois, PA 15801

4. I have praeciped for a Writ of Execution in the above-captioned proceeding and do verify and affirm that a levy, execution, or garnishment is not being made on any judgment by confession entered pursuant to a transaction governed by the Goods and Services Installment Sales Act, 69 P.S. 1101 et seq.; nor the Loan Interest and Protection Law of 1974, 41 P.S. 101 et seq; nor any confessed judgment governed by Pennsylvania Rules of Civil Procedure 2981-2986.



Sworn and subscribed before me this  
27<sup>th</sup> day of June, 2006.

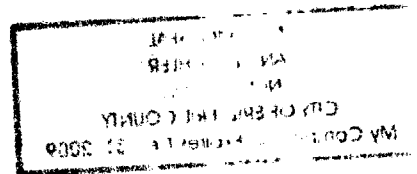
*Ann E. Mehler*

*Stephen H. Hutzelman*  
Stephen H. Hutzelman, Esquire  
Attorney for Plaintiff

**FILED**

**JUL 03 2006**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**



**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

FNB Consumer Discount Company

Vs.

NO.: 2006-00186-CD

James R. Frantz and Cindy L. Frantz

CCY

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FNB CONSUMER DISCOUNT COMPANY, Plaintiff(s) from JAMES R. FRANTZ and CINDY L. FRANTZ, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Property Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

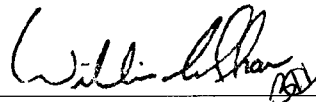
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

(4) **If Social Security funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

AMOUNT DUE/PRINCIPAL: \$14,607.58  
INTEREST from May 13, 2003:  
ATTY'S COMM: \$  
DATE: 07/03/2006

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

Requesting Party: Stephen H. Hutzelman, Esq.  
305 West Sixth Street  
Erie, PA 16507  
(814) 452-6800

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.06-186-CD

### DEED DESCRIPTION

All that certain piece, parcel or tract of land situate in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pipe in the center line of a private right of way or private street known as Alberts Court, said iron pipe being North 63° 06' West one hundred and forty-three and two tenths (1432) feet from an iron pipe on the West side of South Jared Street in the center line of said private street known as Alberts Court; thence North 63° 06' West by the center line of said private street known as Alberts Court seventy-six and two tenths (76.2) feet to a point in the center line of Pentz Run; thence North 59° 03' East by the center line of said Pentz Run sixty and nine tenths (60.9) feet to a point in the center line of Pentz Run; thence South 63° 54' East forty-three and eight tenths (43.8) feet to an iron pipe; thence South 26° 54' West fifty-two and two tenths (52.2) feet to the place of beginning, and being parcel #4 as shown on the plot or plan of Alberts Court referred to hereinafter.

EXCEPTING AND RESERVING a right of way or private street known as Alberts Court, to the other owners, their heirs and assigns, of lots and to the public over the above described plot of ground at the South side of said lot, as shown on the plot or plan thereof prepared by Yost, Bromfield & Hess, Engineers, dated September 27, 1946, and recorded in the office for the recording of deeds in Clearfield County, Pennsylvania, in Miscellaneous Book 61, page 565. Said right of way or private street totals eight (8) feet in width, one-half or four (4) feet thereof being over the property hereinbefore described. And being a right of way or private street for ingress and egress, to and from the lots of said plot to South Jared Street, the center line of said right of way or private street beginning at an iron pipe on South Jared Street and extending North 63° 06' West a distance of two hundred and nineteen and four tenths (219.4) feet to Pentz Run.

SUBJECT to a right of way for sewer, water, gas, electric and

telephone lines, with the right to maintain and repair the same, for the benefit of all owners, their heirs and assigns, of lots of the Alberts Court Plan.

Being the same premises which were conveyed to Arol P. Kline, Jr., and Lucy A. Kline, husband and wife, by deed of Peoples Savings & Loan Association, dated August 7, 1985, recorded August 16, 1985, in Clearfield County Deeds & Records Book 1031, page 203.

Said property being commonly known as 20 Alberts Court, DuBois, Pennsylvania.

Stephen H. Hutzelman, Esquire  
Shapira, Hutzelman, Berlin, Ely,  
Smith & Walsh  
305 West Sixth Street  
Erie, PA 16507  
(814)452-6800  
PA ID# 06541

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.06-186-CD

FILED

m/12:30pm ICC 444  
ICC Sheriff

AUG - 4 2006

(5)

AMENDED AFFIDAVIT PURSUANT TO RULE 3129.1

William A. Shaw  
Prothonotary

FNB Consumer Discount Company, Plaintiff in the above action, sets forth, as of the date of the Praeipe for Writ of Execution was filed, the following information concerning the real property located at 20 Alberts Court, DuBois, Pennsylvania, Clearfield County Tax Index Number 7.2-1--224-C, described as follows:

All that certain piece, parcel or tract of land situate in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pipe in the center line of a private right of way or private street known as Alberts Court, said iron pipe being North 63° 06' West one hundred and forty-three and two tenths (1432) feet from an iron pipe on the West side of South Jared Street in the center line of said private street known as Alberts Court; thence North 63° 06' West by the center line of said private street known as Alberts Court seventy-six and two tenths (76.2) feet to a point in the center line of Pentz Run; thence North 59° 03' East by the center line of said Pentz Run sixty and nine tenths (60.9) feet to a point in the center line of Pentz Run; thence South 63° 54' East forty-three and eight tenths (43.8) feet to an iron pipe; thence South 26° 54' West fifty-two and two tenths (52.2) feet to the place of beginning, and being parcel #4 as shown on the plot or plan of Alberts Court referred to hereinafter.

EXCEPTING AND RESERVING a right of way or private street known as Alberts Court, to the other owners, their heirs and assigns, of lots and to the public over the above described plot of ground at the South side of said lot, as shown on the plot or plan thereof prepared by Yost, Bromfield & Hess, Engineers, dated September 27, 1946, and recorded in the office for the recording of deeds in

Clearfield County, Pennsylvania, in Miscellaneous Book 61, page 565. Said right of way or private street totals eight (8) feet in width, one-half or four (4) feet thereof being over the property hereinbefore described. And being a right of way or private street for ingress and egress, to and from the lots of said plot to South Jared Street, the center line of said right of way or private street beginning at an iron pipe on South Jared Street and extending North 63° 06' West a distance of two hundred and nineteen and four tenths (219.4) feet to Pentz Run.

SUBJECT to a right of way for sewer, water, gas, electric and telephone lines, with the right to maintain and repair the same, for the benefit of all owners, their heirs and assigns, of lots of the Alberts Court Plan.

Being the same premises which were conveyed to Arol P. Kline, Jr., and Lucy A. Kline, husband and wife, by deed of Peoples Savings & Loan Association, dated August 7, 1985, recorded August 16, 1985, in Clearfield County Deeds & Records Book 1031, page 203.

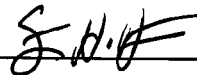
Said property being commonly known as 20 Alberts Court, DuBois, Pennsylvania.

- 1) The name and address of owner(s) or reputed owner(s):  
James R. Frantz and Cindy L. Frantz, 20 Alberts Court, DuBois, Pennsylvania 15801.
- 2) Name and address of Defendant(s) in the judgment:  
James R. Frantz and Cindy L. Frantz, 20 Alberts Court, DuBois, Pennsylvania 15801.
- 3) Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
FNB Consumer Discount Company, 904 Beaver Drive, P.O. Box 830, DuBois, PA 15801.
- 4) Name and address of the last recorded holder of every mortgage of record:  
FNB Consumer Discount Company, 904 Beaver Drive, P.O. Box 830, DuBois, PA 15801.

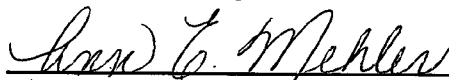
- 5) Name and address of every other person who has any record lien on the property:  
Clearfield County Tax Claim Bureau, 230 East Market Street, Clearfield,  
Pennsylvania 16830 and  
City of DuBois Tax Collector, Alexis J. Stetz, City Building, 16 West Scribner  
Avenue, P.O. Box 408, DuBois, PA 15801.
- 6) Name and address of every other person who has any record interest in the  
property and whose interest may be affected by this sale:  
NONE.
- 7) Name and address of every other person whom the Plaintiff has knowledge who  
has any interest in the property which may be affected by the sale:

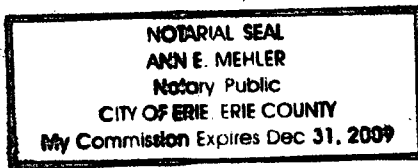
I verify that the statements made in this Affidavit are true and correct to the best of  
my personal knowledge or information and belief. I understand that false statements herein are  
made subject to the penalties of 18 Pa.C.S.A. Section 4904 related to unsworn falsification to  
authorities.

Dated: August 2, 2006

  
\_\_\_\_\_  
Stephen H. Hutzelman, Esquire

Sworn and subscribed before me this  
2nd day of Aug., 2006.

  
\_\_\_\_\_  
Ann E. Mehler





SHAPIRA, HUTZELMAN, BERLIN,  
ELY, SMITH AND WALSH

ATTORNEYS AND COUNSELORS AT LAW

305 WEST SIXTH STREET  
ERIE, PENNSYLVANIA 16507

TELEPHONE - 814/452-6800

FAX - 814/456-2227

www.shapiralaw.com

GARY J. SHAPIRA\*  
STEPHEN H. HUTZELMAN  
STANLEY G. BERLIN  
THEODORE B. ELY, II  
RANDY L. SHAPIRA  
EDWIN W. SMITH  
JOSEPH M. WALSH, III  
SUE A. BECK  
ANDREA G. L. AMICANGELO

August 2, 2006

DECEASED  
HOWARD H. PLATE  
JOSEPH M. WALSH, JR.

RETIRED  
JOSEPH J. MAY

\*CERTIFIED CIVIL TRIAL ADVOCATE

REFER TO:

Stephen H. Hutzelman

e-mail: shutzelman@shapiralaw.com

Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: FNB Consumer Discount Company vs.  
James R. Frantz, Sr. And Cindy L. Frantz  
Case No. 06-186-CD

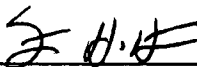
Dear Sir or Madam:

Enclose you will find an Amended Affidavit Pursuant to Rule 3129.1. Please file it of record and forward a copy onto the Sheriff. I would also like a time-stamped copy returned. I have provided the envelope. Please also find my Affidavit of Service for the Notice of Sale associated with this case. Please file it of record, provide me with a time-stamped copy and forward a copy onto the sheriff.

Should you have any questions, please feel free to contact me.

Sincerely yours,

SHAPIRA, HUTZELMAN, BERLIN  
ELY, SMITH AND WALSH

By:   
Stephen H. Hutzelman, Esq.

SHH:aem

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.06-186-CD

Date: AUGUST 2, 2006

FILED

m/12:30 pm

ICC Atty  
ICC Shff

AUG - 4 2006

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ERIE

SS.

William A. Shaw  
Prothonotary

Comes now, Stephen H. Hutzelman, being duly sworn, deposes and says that he is the Attorney for the Plaintiff in the above referenced matter and that on this day, he served, or caused to be served, a copy of the **NOTICE OF SALE** in the above referenced matter, on each of the following by REGULAR AND CERTIFIED MAIL, POSTAGE PRE-PAID:

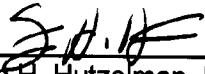
Property being owned by James R. Frantz and Cindy L. Frantz, and being commonly known as 20 Alberts Court, DuBois, Pennsylvania.

- 1) The name and address of owner(s) or reputed owner(s):  
James R. Frantz and Cindy L. Frantz, 20 Alberts Court, DuBois, Pennsylvania 15801.
- 2) Name and address of Defendant(s) in the judgment:  
James R. Frantz and Cindy L. Frantz, 20 Alberts Court, DuBois, Pennsylvania 15801.
- 3) Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
FNB Consumer Discount Company, 904 Beaver Drive, P.O. Box 830, DuBois, PA 15801.
- 4) Name and address of the last recorded holder of every mortgage of record:  
FNB Consumer Discount Company, 904 Beaver Drive, P.O. Box 830, DuBois, PA 15801.
- 5) Name and address of every other person who has any record lien on the property:  
Clearfield County Tax Claim Bureau, 230 East Market Street, Clearfield, Pennsylvania 16830  
City of DuBois Tax Collector, Alexis J. Stetz, City Building, 16 Scribner Avenue, P.O. Box 408, DuBois, PA 15801.
- 6) Name and address of every other person who has any record interest in the property and whose interest may be affected by this sale:  
NONE.

- 7) Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

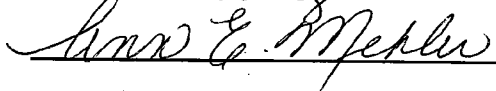
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 related to unsworn falsification to authorities.

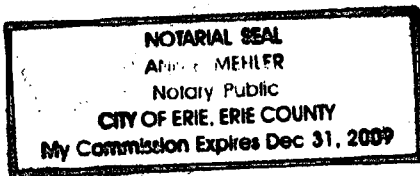


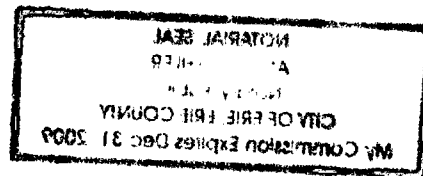
  
\_\_\_\_\_  
Stephen H. Hutzelman, Esquire

Sworn and subscribed before me this

2nd day of Aug., 2006

  
\_\_\_\_\_  
Andrew E. Mehl





FILED

AUG - 4 2006

William A. Shaw  
Prothonotary

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.06-186-CD

*[Faint, illegible stamp]*

**FILED**  
AUG 11 2006  
NO CC  
*[Handwritten initials]*

**AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF ERIE

William A. Shaw  
Prothonotary/Clerk of Courts

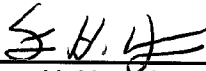
Comes now, Stephen H. Hutzelman, being duly sworn, deposes and says that he is the Attorney for the Plaintiff in the above referenced matter and that a copy of the **NOTICE OF SALE** in the above referenced matter, was served on each of the following, as is evidenced by the copies of the return receipt cards attached hereto.

- 1) The name and address of owner(s) or reputed owner(s):  
James R. Frantz and Cindy L. Frantz, 20 Alberts Court, DuBois, Pennsylvania 15801.
- 2) Name and address of Defendant(s) in the judgment:  
James R. Frantz and Cindy L. Frantz, 20 Alberts Court, DuBois, Pennsylvania 15801.
- 3) Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:  
FNB Consumer Discount Company, 904 Beaver Drive, P.O. Box 830, DuBois, PA 15801. (Plaintiff - no service required)
- 4) Name and address of the last recorded holder of every mortgage of record:  
FNB Consumer Discount Company, 904 Beaver Drive, P.O. Box 830, DuBois, PA 15801. (Plaintiff - no service required)
- 5) Name and address of every other person who has any record lien on the property:  
Clearfield County Tax Claim Bureau, 230 East Market Street, Clearfield, Pennsylvania 16830  
  
City of DuBois Tax Collector, Alexis J. Stetz, City Building, 16 Scribner Avenue, P.O. Box 408, DuBois, PA 15801.
- 6) Name and address of every other person who has any record interest in the property and whose interest may be affected by this sale:  
NONE.

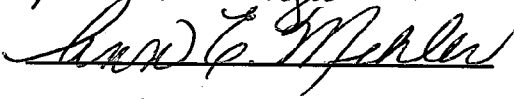
- 7) Name and address of every other person whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:  
NONE

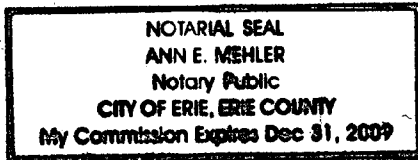
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S.A. Section 4904 related to unsworn falsification to authorities.

Dated: August 8, 2006

  
\_\_\_\_\_  
Stephen H. Hutzelman, Esquire

Sworn and subscribed before me this  
9th day of August, 2006





## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

City of DuBois Tax Collector  
Alexis J. Stetz  
City Building  
16 West Scribner Avenue

PO Box 408  
DuBois, PA 15801

## 2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

*Shirley M. Dahnke* ☒ Agent  
☐ Addressee

## B. Received by (Printed Name)

*Shirley M. Dahnke*

## C. Date of Delivery

*8-4-06*D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

7005 0390 0003 7612 9453

Domestic Return Receipt

102595-02-M-1540

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

James R. Frantz  
20 Alberts Court  
DuBois, PA 15801

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

*Cindy Frantz* ☒ Agent  
☐ Addressee

## B. Received by (Printed Name)

*Cindy Frantz*

## C. Date of Delivery

*8/4/06*D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

## 3. Service Type

- ☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

7005 0390 0003 7612 9422

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Cindy L. Frantz  
20 Alberts Court  
DuBois, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  
☒ *Cindy Frantz* ☐ Agent ☒ Addressee
- B. Received by (Printed Name) *Cindy Frantz* C. Date of Delivery *8/4/06*
- D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

7005 0390 0003 7612 9439

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Clearfield County Tax Claim Bureau  
230 Market Street  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  
☒ *Jean Orr* ☐ Agent ☐ Addressee
- B. Received by (Printed Name) *JEAN ORR* C. Date of Delivery *AUG 04 2006*
- D. Is delivery address different from item 1? ☐ Yes ☐ No  
If YES, enter delivery address below:

3. Service Type  
☒ Certified Mail ☐ Express Mail  
☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number  
(Transfer from service label)

7005 0390 0003 7612 9446

PS Form 3811, February 2004

Domestic Return Receipt

102585-02-M-1540



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20395  
NO: 06-186-CD

PLAINTIFF: FNB CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: JAMES R. FRANTZ AND CINDY L. FRANTZ

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/03/2006

LEVY TAKEN 08/14/2006 @ 10:42 AM

POSTED 08/14/2006 @ 10:40 AM

SALE HELD

SOLD TO

WRIT RETURNED 04/26/2007

DATE DEED FILED **NOT SOLD**

**FILED**  
08/14/2006  
APR 26 2007

William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

08/14/2006 @ 1:10 PM SERVED JAMES R. FRANTZ

SERVED JAMES R. FRANTZ, DEFENDANT, AT THE CLEARFIELD COUNTY JAIL, 115 21ST STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES R. FRANTZ

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

08/14/2006 @ 10:40 AM SERVED CINDY L. FRANTZ

SERVED CINDY L. FRANTZ, DEFENDANT, AT HER RESIDNECE 20 ALBERTS COURT, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CINDY L. FRANTZ

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOW TO HIM / HER THE CONTENTS THEREOF.

@ SERVED

NOW, OCTOBER 5, 2006 RECEIVED A FAX LETTER FROM THE PLAINTIFF POSTPONING THE SHERIFF SALE SCHEDULED FOR OCTOBER 6, 2006. THE SALE WAS RESCHEDULED FOR JANUARY 5, 2007.

@ SERVED

NOW, JANUARY 4, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF TO CANCEL THE SHERIFF SALE SCHEDULED FOR JANUARY 5, 2007.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20395  
NO: 06-186-CD

PLAINTIFF: FNB CONSUMER DISCOUNT COMPANY  
vs.  
DEFENDANT: JAMES R. FRANTZ AND CINDY L. FRANTZ

Execution REAL ESTATE

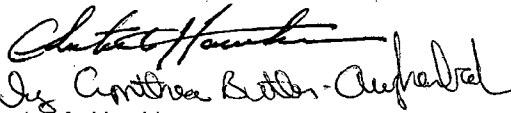
SHERIFF RETURN

---

SHERIFF HAWKINS \$226.67

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION – LAW**

FNB Consumer Discount Company

Vs.

NO.: 2006-00186-CD

James R. Frantz and Cindy L. Frantz

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due FNB CONSUMER DISCOUNT COMPANY, Plaintiff(s) from JAMES R. FRANTZ and CINDY L. FRANTZ, Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Property Description

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

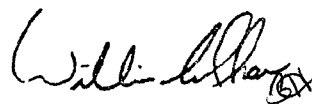
and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

(4) **If Social Security funds are directly deposited into an account of the defendant, the levy and attachment shall not include any funds that may be traced to Social Security direct deposits. In addition, the levy and attachment shall not include \$300.00 in the account of the defendant.**

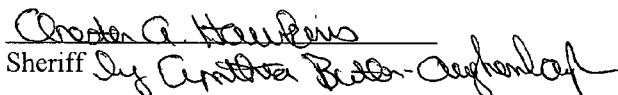
AMOUNT DUE/PRINCIPAL: \$14,607.58  
INTEREST from May 13, 2003:  
ATTY'S COMM: \$  
DATE: 07/03/2006

PROTHONOTARY'S COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 3rd day  
of July A.D. 2006  
At 3:00 A.M./P.M.

  
Sheriff

Requesting Party: Stephen H. Hutzelman, Esq.  
305 West Sixth Street  
Erie, PA 16507  
(814) 452-6800

FNB CONSUMER  
DISCOUNT COMPANY,  
Plaintiff,

vs.

JAMES R. FRANTZ and  
CINDY L. FRANTZ,  
Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA

CASE NO.06-186-CD

### DEED DESCRIPTION

All that certain piece, parcel or tract of land situate in the City of DuBois, County of Clearfield, and Commonwealth of Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at an iron pipe in the center line of a private right of way or private street known as Alberts Court, said iron pipe being North 63° 06' West one hundred and forty-three and two tenths (1432) feet from an iron pipe on the West side of South Jared Street in the center line of said private street known as Alberts Court; thence North 63° 06' West by the center line of said private street known as Alberts Court seventy-six and two tenths (76.2) feet to a point in the center line of Pentz Run; thence North 59° 03' East by the center line of said Pentz Run sixty and nine tenths (60.9) feet to a point in the center line of Pentz Run; thence South 63° 54' East forty-three and eight tenths (43.8) feet to an iron pipe; thence South 26° 54' West fifty-two and two tenths (52.2) feet to the place of beginning, and being parcel #4 as shown on the plot or plan of Alberts Court referred to hereinafter.

EXCEPTING AND RESERVING a right of way or private street known as Alberts Court, to the other owners, their heirs and assigns, of lots and to the public over the above described plot of ground at the South side of said lot, as shown on the plot or plan thereof prepared by Yost, Bromfield & Hess, Engineers, dated September 27, 1946, and recorded in the office for the recording of deeds in Clearfield County, Pennsylvania, in Miscellaneous Book 61, page 565. Said right of way or private street totals eight (8) feet in width, one-half or four (4) feet thereof being over the property hereinbefore described. And being a right of way or private street for ingress and egress, to and from the lots of said plot to South Jared Street, the center line of said right of way or private street beginning at an iron pipe on South Jared Street and extending North 63° 06' West a distance of two hundred and nineteen and four tenths (219.4) feet to Pentz Run.

SUBJECT to a right of way for sewer, water, gas, electric and

telephone lines, with the right to maintain and repair the same, for the benefit of all owners, their heirs and assigns, of lots of the Alberts Court Plan.

Being the same premises which were conveyed to Arol P. Kline, Jr., and Lucy A. Kline, husband and wife, by deed of Peoples Savings & Loan Association, dated August 7, 1985, recorded August 16, 1985, in Clearfield County Deeds & Records Book 1031, page 203.

Said property being commonly known as 20 Alberts Court, DuBois, Pennsylvania.

Stephen H. Hutzelman, Esquire  
Shapira, Hutzelman, Berlin, Ely,  
Smith & Walsh  
305 West Sixth Street  
Erie, PA 16507  
(814)452-6800  
PA ID# 06541

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES R. FRANTZ

NO. 06-186-CD

NOW, April 25, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of James R. Frantz And Cindy L. Frantz to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	16.91
LEVY	15.00
MILEAGE	16.91
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.85
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$226.67</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	14,607.58
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$14,647.58</b>

**COSTS:**

ADVERTISING	979.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	226.67
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,755.17</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

**F.N.B. Consumer Discount Company**

904 Beaver Drive, P.O. Box 830, DuBois, PA 15801  
(814) 371-7350 • Fax: (814) 371-3528

9-5-06

Attn: Sherriff's Department

Please postpone Sherriff's Sale

-VS- James R Frittz and Cindy L Frittz

Scheduled for October 6, 2006 at 10:00 AM

Jan. 5, 2007

*Steph D. [Signature]*

Branch Manager



## F.N.B. Consumer Discount Company

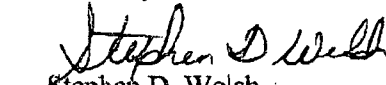
904 Beaver Drive, P.O. Box 830, DuBois, PA 15801  
(814) 371-7350 • Fax: (814) 371-3528

January 3, 2007

Attn: Cindy  
Re: James R., Sr. and Cindy L. Frantz

Please cancel Sheriff's Sale of real property scheduled on January 05, 2007 in the above referenced matter.

Sincerely,

  
Stephen D. Welsh  
Assistant Vice President