



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff

vs.

LARRY R. HOWE AND JOY L. HOWE  
Defendants

No. 06-247-CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051- Fax  
Email: akirk@bccz.com

**NOTICE TO DEFEND**

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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.

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

**FILED** 3cc Piff  
01/10/27/01  
FEB 16 2006  
LWS  
pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST COMPANY,	:	No.
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINT vs. :
	:	
	:	Filed on Behalf of: Plaintiff
LARRY R. HOWE AND JOY L. HOWE	:	
	:	
Defendants	:	
	:	<u>Counsel of Record for this Party:</u>
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
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	:	Email: akirk@bccz.com

**COMPLAINT**

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by its attorney, Alan F. Kirk, Esquire of Babst, Calland, Clements and Zomnir, PC., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendants are LARRY R. HOWE and JOY L. HOWE, with a property address of RR1, Box 106, Olanta, Pennsylvania 16863 and a mailing address of 6167 Curwensville Tyrone HWY, Olanta, Pennsylvania 16863.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated September 10, 1998, in the principal amount of \$31,949.84 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1972, Page 400 on October 1, 1998.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Village of Kellytown , a/k/a Maple Run in the Township of Knox, Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendant the sum of \$31,949.84 as set forth in Promissory Note dated September 10, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendants defaulted under the terms of the said loan by failing to make the monthly payment due and subsequent monthly installments due since.

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated September 28, 2005, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed himself under the pertinent provisions of the Homeowners' Emergency Assistance Act.

9. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants are not on active duty with the armed forces of the United States.

10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 18,345.22
(b)	Interest per diem from 1/19/06 to 1/23/06	\$ 2,813.73
(c)	Late Charges	\$ 27.50
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 3,669.04</u>

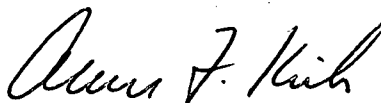
**FINAL TOTAL** **\$24,883.99**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$24,883.39** plus interest at **9.25%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Date: **January 23, 2006**

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

THIS MORTGAGE, dated September 19 98, is between you, Larry R. Howe & Joy L. Howe

residing at RR 1 Box 106, Olanta, PA 16863

the person or persons signing as "Mortgagor" below, and us,

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

, the "Mortgagee."

MORTGAGED PREMISES: You mortgage, grant and convey to us the premises located at:

RR 1 Box 106

Knox Clearfield Pennsylvania (the "Premises").  
Township County Block No. Lot No.

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the Clearfield County Office for the Recording of Deeds, in Deed Book 1879, on Page(s) 156, Tax Parcel Number (or other Uniform Parcel Identifier, if any) or, if checked, on the reverse side. The Premises includes all buildings and other improvements now or later on the Premises and any rights or interests which derive from your ownership, use or possession of the Premises.

LOAN: The Mortgage will secure our loan to Larry R. Howe and Joy L. Howe

(whether one or more person call the "Borrower"), in the principal amount of \$ 31,949.84 plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated September 10 19 98. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.  
TAXES: Whether before or after a judgment in mortgage foreclosure is entered, you will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

INSURANCE: Whether before or after a judgment in mortgage foreclosure is entered, you will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must name us as loss-payee. (This means that we will receive payment on all insurance claims, to the extent of our interest under this Mortgage, before you. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

SECURITY INTEREST: You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

YOUR AUTHORITY TO US: If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

SALE OF PREMISES: You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.  
NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

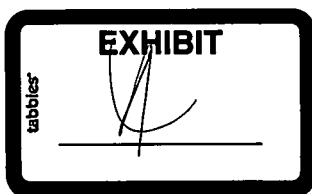
DEFAULT: A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

WAIVERS: If we declare a default under this Mortgage, you waive your rights arising under all appraisement, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

BINDING EFFECT: Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this Mortgage and our rights in the Premises shall end.

GENERAL: We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

Mortgagor (SEAL) Mortgagor (SEAL)  
Mortgagor (SEAL) Mortgagor (SEAL)



DESCRIPTION OF PREMISES  
(Insert specific description of Premises, if necessary.)

see attached Exhibit A

Hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

COMMONWEALTH OF PENNSYLVANIA

:  
: ss.

COUNTY OF Clearfield

BE IT REMEMBERED, that on this 10th day of September, 19 98, before me a Notary Public of the

Commonwealth of Pennsylvania, personally appeared Larry R. Howe and Joy L. Howe  
who I am satisfied is/are the person(s) named in and who executed the within Mortgage, and thereupon he/she/they acknowledged that he/she/they signed, sealed and  
delivered the same as a voluntary act and deed, for the uses and purposes expressed in the Mortgage.

I certify that the within named MORTGAGEE, Clearfield Bank & Trust Company,  
11 N. Second Street Clearfield  
Street City/Municipality  
Resides at  
CUMWINGVILLE TOWNSHIP CLEARFIELD COUNTY 16830  
MY COMM. EXPIRES MAY 10, 1998 County Zip Code

Signature *Michael C. Sutula*  
Agent on behalf of Mortgagee

Recorder - Please return to:

Mortgagee

TO

Insert Name(s) of Mortgagor(s)

MORTGAGE  
FROM

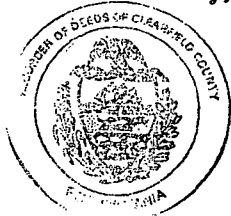
COMMONWEALTH  
OF  
PENNSYLVANIA

## EXHIBIT A

All that certain lot or parcel of ground situate in the Village of Kelleystown, also known as Maple Run, in the Township of Knox, County of Clearfield and State of Pennsylvania, being Seventy-five (75) feet by One Hundred Seventy-five (175) feet deep,

BEING the same premises conveyed to Grantors herein by deed of Tenna Ann Barnett Mayhew Corbin dated July 31, 1990, and recorded at Clearfield in Volume 1356, Page 227.

Recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

10-1-98  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:04 AM  
BY *C.L. Starck*  
FEES 15.00  
Karen L. Starck, Recorder



## Environmental Hazards.

VOL 1972 PAGE 403

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

5/97

Entered of Record 10-1 1998 . 9:04 AM Karen I. Starck Record

VOL 1879 PAGE 156  
WARRANTY DEED - 1990

PLANNED HOMES CO., WILLIAMSPORT, PA

County Parcel No. \_\_\_\_\_

### This Deed,

MADE the August 19 <sup>seven (1997)</sup> ~~thirty~~  
in the year nineteen hundred and ninety ~~thirty~~  
BETWEEN TERRY L. HOWE and CATHERINE M. HOWE, <sup>former</sup> husband and wife, both of Knott  
Township, Clearfield County, Pennsylvania, as tenants by the entireties,  
Grantors.

A  
N  
D

LARRY R. HOWE, JR., and JOY L. HOWE, husband and wife, of R.D. #1,  
Box 106, Glantz, Clearfield County, Pennsylvania 16863, as tenants by  
the entireties; Grantees.

WITNESSETH, That in consideration of Six Thousand (\$6,000.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do Dollars,  
and convey to the said grantees hereby grant

All that certain lot or parcel of ground situate in the Village of Kelleystown, also  
known as Maple Run, in the Township of Knott, County of Clearfield and State of  
Pennsylvania, being Seventy-five (75) feet by One Hundred Seventy-five (175) feet deep.

BEING the same premises conveyed to Grantors herein by deed of Tessa Ann Barnett  
Mayhew Corbin dated July 31, 1990, and recorded at Clearfield in Volume 1356, Page 227.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:45 PM 10-10-97  
BY *[Signature]*  
FILES 1552  
Karen L. Starck, Recorder

CLEARFIELD AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 60.00  
PAID 10-10-97 10-10-97 10-10-97  
Date Agent

EXHIBIT

tabbies

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 9.25	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$17,137.36	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$31,949.84	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments. \$49,087.20
--	---	--	--

<b>Itemization of Amount Financed</b>	
Amount Financed	
\$31,949.84	
Amount given to you directly	\$18,570.52
Amount paid on your account	\$1,395.78
Amount paid to others on your behalf	
to public officials	
to insurance company	\$6,949.84
to CSB	\$4,927.70
to CB&T	\$106.00

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
120	\$409.06	Monthly, beginning October 21, 1998

Security: You are giving a security interest in:  
☐ the goods or property being purchased.  
☒ (brief description of other property) residence located @ RR 1 Box 106, Olanta, PA

Filing Fees: \$5.50  
 \*Late Charge: If payment is late, you will be charged 5% of the payment, but not more than \$250.  
 Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.  
 Required Deposit: The Annual Percentage Rate does not take into account your required deposit.  
 See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note.

YOU PROMISE  
 TO PAY TO US: **CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830**

or to our order, at any of our offices, the Total of Payments, as provided above, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full.

**SECURITY AGREEMENT:** As security for the prompt payment of the sums you owe and the proper performance of your promises in this Note, you and all "Co-Owners" signing below grant us:

(i) a security interest in the following personal property, and its equipment and accessories:

- 1.
- 2.
- 3.

Our security interest includes parts, called "accessions," added to the personal property at any later time.

(ii) a Mortgage upon Residence located @ RR 1 Box 106 Olanta, PA 16863

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

IF NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE, THIS NOTE IS UNSECURED.

**CREDIT INSURANCE IS NOT REQUIRED:** Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the costs shown below. Single Credit Life and Single Credit Accident & Health Insurance are available to any one Borrower or Co-Signer signing below for insurance. Joint Credit Life and Joint Credit Accident and Health Insurance are available to both Buyers signing for such insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Buyer(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance, which costs \$ <u>2,600.72</u>	What is your age? _____ Years	By signing, you want Single Credit Accident & Health Insurance, which costs \$ _____	What is your age? _____ Years
Signature of Buyer to be insured for Single Credit Life Insurance		Signature of Buyer to be insured for Single Credit Accident & Health Insurance	
By signing, you both want Joint Credit Life Insurance, which costs \$ <u>2,600.72</u>	What are your ages? <u>31</u> <u>28</u>	By signing, you both want Joint Credit Accident & Health Insurance which costs \$ <u>4,349.12</u>	What are your ages? <u>31</u> <u>28</u> Percentage to be insured _____ %
Signature of both Buyers to be insured for Joint Credit Life Insurance		Signature of both Buyers to be insured for Joint Credit Accident & Health Insurance	

Insurer: USLife Credit Life Insurance Company, Schaumburg, IL

☐ Other

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.

BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.

YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

[Signature]  
 Address: RR 1 Box 106, Olanta, PA 16863  
[Signature]  
 Address: RR 1 Box 106, Olanta, PA 16863

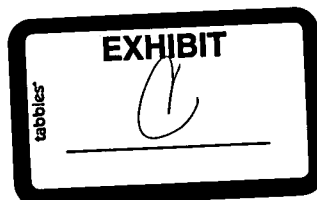
#### NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Creditor can collect this debt from you without first trying to collect from the Borrower. The Creditor can use the same collection methods against you that can be used against the Borrower, such as suing you, etc. If this debt is ever in default, that fact may become a part of your credit record.

**CO-SIGNER'S SURETY AGREEMENT:** You, the person (or persons) signing as "Co-Signer" below, promise to pay to us, or to our order, the Total of Payments and other charges as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making



- (i) You fail to make any payment to us on or before the day it comes due;
- (ii) You provide us with false information or signatures at any time;
- (iii) You die or become legally incompetent;
- (iv) You do not promptly and properly perform any of your promises or obligations in this Note, the Security Agreement, the Mortgage, or in any other note or agreement you now or later have with us;
- (v) You cannot pay any of your debts as they come due;
- (vi) The Collateral is lost, stolen, damaged or destroyed;
- (vii) The Collateral is sold, transferred, leased, given or delivered, in whole or in part, to a person who is not a party to the Security Agreement or Mortgage;
- (viii) Proceedings are begun under the Bankruptcy Code by or against you;
- (ix) Any judgment is entered of record against you; or
- (x) Any of your property is attached or subject to being forfeited.

**DEFAULT AND REQUIRED PAYMENT IN FULL:** If any Default occurs, we may, if we choose, "accelerate" the maturity of this Note. This means we may declare the entire remaining unpaid balance of this Note and earned Finance Charge to be immediately due and payable, by using the Actuarial Method. However, if this Note is secured by a Mortgage on residential real property Collateral, if required by law, we will first send you a timely notice of the Default, advising you of your right to cure the Default and of our intention to take action if you do not cure within the time period provided in our notice. If we file an action to collect amounts in Default, you also agree to pay all of our court costs and our reasonable attorneys' fees of 20% of the amount due. Our right to collect attorneys' fees may be limited during any cure period provided by law. We will continue to impose interest on all sums owed to us at the rate provided in this Note until we receive payment in full, even if we have obtained judgment against you.

**LATE CHARGES:** If any payment is not made within 15 days of its due date, we will charge and you agree to pay a late payment charge of 5% of the amount of the late payment, but not more than \$2.50.

**MULTIPLE PARTIES:** If there is more than one Borrower on this Note, or one or more Co-Signers, all of your obligations shall be primary. Each of you will be liable, separately and together, for all of your promises in this Note.

**WAIVERS:** If we declare the unpaid balance of the Note and earned interest to be immediately due and payable, you waive your rights to require us to do certain things. Those things are:

- (i) to demand payment of amounts due (known as "presentment");

- (ii) "dishonor"; and
- (iii) to obtain an official certification of nonpayment (known as "protest").

We waive the right to treat any property other than the Collateral as security for this Note. A waiver of any other of our rights under this Note will not be effective unless it is in a signed writing.

**NO NOTICE OR LOSS OF RIGHTS:** We can do any of the following without telling you or losing any rights against you or the Collateral:

- (i) accept a check or other order marked "paid in full" or with similar language as a partial payment under this Note unless addressed to us as "c/o Collection Manager"; or
- (ii) give additional time for payment of any amount owing under this Note; or
- (iii) exercise, give up or delay exercising any right against any person or property; or
- (iv) add or release any person or property obligated under this Note; or
- (v) fail to protect or enforce our interest in any of the Collateral.

**RISK OF LOSS:** You will remain bound by this Note even if the Collateral is lost, stolen, damaged or destroyed.

**BENEFIT AND BURDEN:** All the benefits of this Note shall favor us, our successors and assigns. The obligations shall bind you, and your heirs, personal representatives and assigns.

**NOTICES:** Unless otherwise required by law, each demand or notice under this Note shall be delivered or sent by regular mail, addressed to the party at its address as provided in this Note. Either party may change its address by giving such a notice to the other party. Reasonable notice, when notice is required, shall be deemed to be 10 days.

**WARRANTIES AND REPRESENTATIONS:** You warrant and represent that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and you will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

You agree to promptly inform us of any proposed proceedings or actual proceeding which would subject the funds (Collateral) to forfeiture to any governmental body.

**LAW:** This Note will be governed by the laws of the Commonwealth of Pennsylvania, unless federal laws apply.

## SECURITY AGREEMENT

**SECTION 1. LOAN AND COLLATERAL.** When you sign this Note and deliver it to us, and complete the other required details, we will make a loan to you. This Security Agreement applies only to personal property described as Collateral on the front side of this Note. As used in the following Sections of this Security Agreement, "you" also includes any Co-Owner of the Collateral.

### SECTION 2. YOUR OTHER AGREEMENTS.

**2.1 OWN, SELL, ETC.** You own the Collateral free and clear of all liens and security interests. You will not sell, transfer, lease, give, deliver or otherwise dispose of the Collateral, in whole or in part, to any person who is not a party to this Security Agreement. You will not permit any lien or security interest to be obtained on the Collateral other than ours.

**2.2 MAINTAINING THE COLLATERAL.** At your cost, you will maintain the Collateral in good condition and repair. You will preserve it against loss or damage. You will pay all taxes and other charges on the Collateral. You will not use the Collateral illegally or for hire.

**2.3 DEPOSIT ACCOUNTS:** If the Collateral consists of a deposit account or certificate of deposit, we may refuse to allow you to close the account or withdraw any sums from it. If the account or certificate of deposit matures while the Note remains unpaid, we will automatically renew the deposit for the same time period as provided in the deposit agreement, unless you and we agree that the deposit should be renewed on other terms. The renewal deposit shall be Collateral subject to this Security Agreement.

**2.4 INSURANCE.** While any sums are owed on this Note, you will carry insurance on any Collateral which is not in our possession against fire, theft and other casualty. The policy must contain a deductible clause and be in an amount and with an insurer that are satisfactory to us. The policy must name us as the "loss-payee." The policy must provide that any loss is to be payable to you and to us as our interests appear. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of any loss or damage to the Collateral, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss or on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Collateral. If it is economically feasible, in our judgment, we will apply the insurance proceeds to repair or replace the Collateral. Otherwise, we will apply the proceeds to reduce the sums you owe on this Note.

**2.5 NOTING OUR SECURITY INTEREST.** If a certificate of title is issued for the Collateral, you will assist us in having our security interest noted on the certificate of title.

**2.6 YOUR AUTHORITY TO US.** If you fail to do what is required of you by Sections 2.2, 2.4 and 2.5, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums you owe on this Note, on which we impose interest as provided in this Note. If you fail

to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Collateral in good condition and repair, we may, if we alone choose, advance any sums you promised to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Collateral may be limited to an amount not greater than what you owe on this Note. Any amount we advance on your behalf will be added to the balance on which we impose Finance Charges at the Annual Percentage Rate of this Note, and may be repayable: (i) immediately upon demand; (ii) along with your monthly payments; or (iii) at the end of the Note, as we alone may specify. Our payments on your behalf will not cure your failure to perform your promises in this Security Agreement.

**2.7 INSPECTION.** You will permit us to inspect the Collateral at any reasonable time.

**SECTION 3. NO LOSS OF RIGHTS.** The Note and this Security Agreement may be negotiated, assigned, extended or renewed by us without releasing any of you or the Collateral. We may add or release any person or property obligated under the Note and this Security Agreement without losing our rights in the Collateral.

**SECTION 4. DEFAULT:** A Default under the Note will be a Default under this Security Agreement. In addition to all the rights and remedies of a secured party upon default which are provided under the Uniform Commercial Code, upon our declaring the Note to be immediately due and payable:

**4.1 APPLICATION OF DEPOSITS.** We may apply any deposits included in the Collateral against the sums the you owe on this Note. If the Collateral consists of a time deposit or certificate of deposit, we may terminate the deposit before maturity to realize on the Collateral. If we terminate the deposit, the contract of deposit or applicable law may require that we impose substantial penalties for the early withdrawal.

**4.2 SURRENDER OF COLLATERAL.** We may require you to surrender the Collateral to us at a reasonably convenient place we designate.

**4.3 PEACEFUL REPOSSESSION.** If you don't surrender the Collateral to us, we may take possession of it, with or without legal process, in accordance with law. You authorize us to peacefully enter upon any premises where the Collateral may be located for the purpose of taking possession and removing it.

**4.4 EXPENSES OF REPOSSESSION AND STORAGE.** We may charge you our reasonable expenses in repossessing, transporting, repairing, storing and selling the Collateral so long as they are allowed by law.

**4.5 SALE OF COLLATERAL.** We may sell, assign or deliver the Collateral at one or more public or private sales. We will give you reasonable notice of the time and place of sale. We may purchase the Collateral at that sale, free of any equitable or legal right or claim you may have in the Collateral. We will apply the proceeds of sale first to our expenses and then to the sums you owe on this Note. We will pay any surplus to you. If a sum is still owed to us, you and the Co-Signer must pay it to us.

### NOTICE OF PROPOSED CREDIT INSURANCE

The Signer(s) of this Note hereby take(s) notice that Group Credit Life Insurance coverage and/or Group Credit Accident and Health Insurance coverage will be applicable to this Note if so marked on the front of this Note, and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person(s) signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of the insurance will commence as of the date the indebtedness is incurred or on the date from which the interest or Finance Charges accrue, if later, and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.



## ACT 91 NOTICE

### TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE\*

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) MAY BE ABLE TO HELP TO SAVE YOUR HOME.

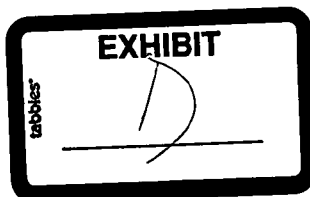
This Notice explains how the program works.

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

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

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

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



HOMEOWNER'S NAME(S):

Larry R. Howe

Joy L. Howe

MAILING ADDRESS:

6167 Curwensville Tyrone Hwy.  
Olanta, PA 16863

LOAN ACCT. NO.:

1080743

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

September 28, 2005

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.**

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

**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

**\* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

**\* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

**NOTE: IF YOU ARE CURRENTLY PROTECTED BY THE FILING OF PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

**(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)**

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at RR 1 Box 106, Olanta

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**IS SERIOUSLY IN DEFAULT because:**

**A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due:

July, August and September Payments @ \$409.06 = \$1,227.18 - \$12.50 Partial Payment

Other Charges (explain/itemize): Late Charges of \$17.50

**TOTAL AMOUNT PAST DUE: \$1,232.18**

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**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:**

N/A

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**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,232.18, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

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

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

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

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



**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 months from the date of this Notice. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

<b><u>Name of Lender:</u></b>	<b>CLEARFIELD BANK AND TRUST COMPANY</b>
<b><u>Address:</u></b>	<b>11 N. 2ND STREET, P.O. BOX 171</b>
	<b>CLEARFIELD, PA 16830</b>
<b><u>Phone Number:</u></b>	<b>(814) 765-7551 OR 1-888-765-7551</b>
<b><u>Fax Number:</u></b>	<b>(814) 765-2943</b>
<b><u>Contact Person:</u></b>	<b>LORI A. KURTZ</b>

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

\* TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER.

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

**PENNSYLVANIA HOUSING FINANCE AGENCY  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM CONSUMER CREDIT COUNSELING AGENCIES**

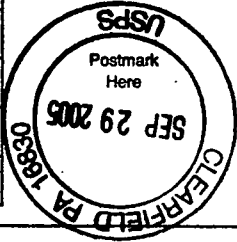
CCCS of Western Pennsylvania, Inc  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
(814) 944-5747

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (724) 465-5118

Credit Counselors of PA  
401 Wood Street, Suite 906  
Pittsburgh, PA 15222  
(412) 338-9954 or 1 (800) 737-2933  
FAX (412) 338-9963

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>	<p>A. Signature  <div style="display: flex; justify-content: space-between;"> <span><b>X</b> <i>Joy L Howe</i></span> <span><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</span> </div> </p> <p>B. Received by (Printed Name) _____ C. Date of Delivery <i>10/3/05</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p><i>Joy L Howe</i>  <i>6607 Curwensville Tyrone Hwy</i>  <i>Olanta PA 16863</i></p>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <span><input checked="" type="checkbox"/> Certified Mail</span> <span><input type="checkbox"/> Express Mail</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Registered</span> <span><input type="checkbox"/> Return Receipt for Merchandise</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Insured Mail</span> <span><input type="checkbox"/> C.O.D.</span> </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <span style="float: right;">7004 1350 0004 9671 5994</span></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

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<p>1. Article Addressed to:</p> <p><i>Larry R Howe</i>  <i>6607 Curwensville Tyrone Hwy</i>  <i>Olanta PA 16863</i></p>	<p>3. Service Type</p> <div style="display: flex; justify-content: space-between;"> <span><input checked="" type="checkbox"/> Certified Mail</span> <span><input type="checkbox"/> Express Mail</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Registered</span> <span><input type="checkbox"/> Return Receipt for Merchandise</span> </div> <div style="display: flex; justify-content: space-between;"> <span><input type="checkbox"/> Insured Mail</span> <span><input type="checkbox"/> C.O.D.</span> </div> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label) <span style="float: right;">7004 1350 0004 9671 5987</span></p>	
<p>PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540</p>	

U.S. Postal Service <sup>TM</sup>	
<b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
<p>Postage \$ _____</p> <p><b>MEF</b> Certified Fee \$ _____</p> <p>Return Receipt Fee (Endorsement Required) \$ _____</p> <p>Restricted Delivery Fee (Endorsement Required) \$ _____</p> <p>Total Postage &amp; Fees \$ _____</p>	<div style="text-align: center;">  </div>
<p>Sent To <i>Joy L Howe</i></p> <p>Street, Apt. No., or PO Box No. <i>6607 Curwensville Tyrone Hwy</i></p> <p>City, State, ZIP+4 <i>Olanta PA 16863</i></p>	
<p>PS Form 3800, June 2002 See Reverse for Instructions</p>	

U.S. Postal Service <sup>TM</sup>	
<b>CERTIFIED MAIL<sup>TM</sup> RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
<p>Postage \$ _____</p> <p><b>MEF</b> Certified Fee \$ _____</p> <p>Return Receipt Fee (Endorsement Required) \$ _____</p> <p>Restricted Delivery Fee (Endorsement Required) \$ _____</p> <p>Total Postage &amp; Fees \$ _____</p>	<div style="text-align: center;">  </div>
<p>Sent To <i>Larry R Howe</i></p> <p>Street, Apt. No., or PO Box No. <i>6607 Curwensville Tyrone Hwy</i></p> <p>City, State, ZIP+4 <i>Olanta PA 16863</i></p>	
<p>PS Form 3800, June 2002 See Reverse for Instructions</p>	

## 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:

Joy L Howe  
6607 Curwensville Tyrone Hwy  
Olanta PA 16863

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X Joy L Howe

- ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

10/3/05

## D. Is delivery address different from item 1?

☐ Yes

If 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)

7004 1350 0004 9671 5994

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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## 1. Article Addressed to:

Larry R Howe  
6607 Curwensville Tyrone Hwy  
Olanta PA 16863

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X Larry R Howe

- ☐ Agent  
☐ Addressee

## B. Received by (Printed Name)

## C. Date of Delivery

10/3/05

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

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☐ Registered ☐ Return Receipt for Merchandise  
☐ Insured Mail ☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 2. Article Number

(Transfer from service label)

7004 1350 0004 9671 5987

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal Service<sup>TM</sup>

CERTIFIED MAIL<sup>TM</sup> RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

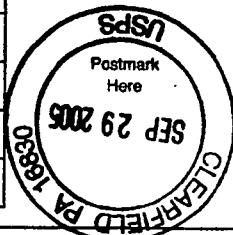
OFFICIAL USE

Postage  
Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees



Sent To

Joy L Howe  
6607 Curwensville Tyrone Hwy  
Olanta PA 16863

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service<sup>TM</sup>

CERTIFIED MAIL<sup>TM</sup> RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

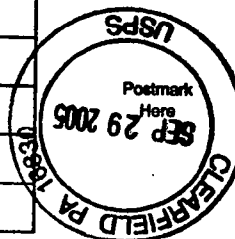
OFFICIAL USE

Postage  
Certified Fee

Return Receipt Fee  
(Endorsement Required)

Restricted Delivery Fee  
(Endorsement Required)

Total Postage & Fees



Sent To

Larry R Howe  
6607 Curwensville Tyrone Hwy  
Olanta PA 16863

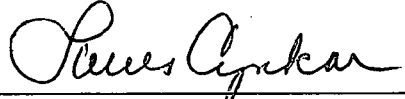
PS Form 3800, June 2002

See Reverse for Instructions

**VERIFICATION**

I, LOUIS CYNKAR of CLEARFIELD BANK & TRUST COMPANY, verify that the statements made in the foregoing Complaint are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S.A. 4904, relating to unsworn falsification to authorities.

CLEARFIELD BANK & TRUST COMPANY

By:   
Louis Cynkar, Vice President  
Lending Division Manager

Date: 2/15/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101295  
NO: 06-247-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: LARRY R. HOWE & JOY L.HOWE

SHERIFF RETURN

NOW, March 10, 2006 AT 11:36 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY R. HOWE DEFENDANT AT 6167 CURWENSVILLE TYRONE HWY., OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LARRY HOWE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED  
019:40  
APR 18 2006

William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 101295  
NO: 06-247-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: LARRY R. HOWE & JOY L.HOWE

**SHERIFF RETURN**

---

NOW, March 10, 2006 AT 11:36 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOY L. HOWE DEFENDANT AT 6167 CURWENSVILLE TYRONE HWY., OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LARRY HOWE, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101295  
NO: 06-247-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: LARRY R. HOWE & JOY L. HOWE

SHERIFF RETURN

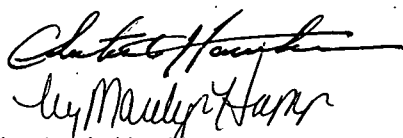
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ	1166	20.00
SHERIFF HAWKINS	BCCZ	1166	53.76

Sworn to Before Me This

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

So Answers,

  
Chester A. Hawkins  
Sheriff



CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

VS.

LARRY R. HOWE AND JOY L. HOWE

Defendants

No. 06-247-CD

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 20  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051

**FILED** Aug 20.00  
MAY 24 2006 12:57 PM  
1000 Notice to Defs.

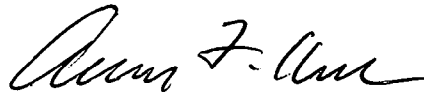
William A. Shaw Statement  
Prothonotary/Clerk of Courts to Atty

CR

**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named Defendants pursuant to the enclosed  
Certificate of Judgment of **Clearfield County Docket No. 06-247-CD** in the principal amount  
of **\$24,883.99** together with interest and costs of suit.

By:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.



Dated: *May 22, 2006*

Alan F. Kirk, Esquire  
Attorney for the Plaintiff  
328 Innovation Boulevard, Suite 200  
State College, PA 16803

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 06-247-CD  
COMPANY, :  
 :  
Plaintiff :  
 :  
vs. : Type of Pleading: PRAECIPE FOR  
 : ENTRY OF DEFAULT JUDGMENT  
 :  
 : Filed on Behalf of: Plaintiff  
LARRY R. HOWE AND JOY L. HOWE :  
 :  
 :  
Defendants : Counsel of Record for this Party:  
 : BABST, CALLAND, CLEMENTS AND  
 : ZOMNIR, PC.  
 : ALAN F. KIRK, ESQUIRE  
 : Supreme Court # 36893  
 : 328 Innovation Boulevard, Suite 200  
 : State College, PA 16803  
 : (814) 867.8055  
 : (814) 867.8051

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of ***TWENTY-FOUR THOUSAND EIGHT HUNDRED EIGHTY-THREE AND 99/100 (\$24,883.99) DOLLARS*** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Date: ***May 22, 2006***

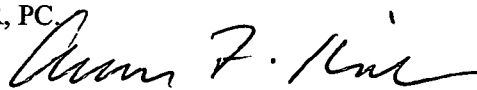


Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the above named Defendants, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Date: ***May 22, 2006***



Alan F. Kirk, Esquire  
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 06-247-CD
	:	
Plaintiff	:	
	:	Type of Pleading: 10 Day Notice
	:	
	:	Filed on Behalf of: Plaintiff
LARRY R. HOWE AND JOY L. HOWE	:	
	:	
Defendants	:	
	:	<u>Counsel of Record for this Party:</u>
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055
	:	(814) 867.8051- Fax
	:	Email: akirk@bccz.com

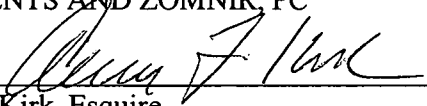
**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) 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. 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:

Date: MAY 10, 2006

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PA 16830  
Telephone: (814) 765.2641

BABST, CALLAND, CLEMENTS AND  
CLEMENTS AND ZOMNIR, PC

  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

Larry R. Howe - Certified Mail # 7004 0550 0000 5240 1850 and First Class U.S. Mail, RRR  
Joy L. Howe - Certified Mail #7004 0550 0000 5240 1867 and First Class U.S. Mail, RRR

Postal Service<sup>TM</sup>  
**REGISTERED MAIL<sup>TM</sup> RECEIPT**  
 (Mail Only; No Insurance Coverage Provided)  
 For more information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 3.39
Registration Fee	3.40
Acceptance Fee (Required)	1.85
Delivery Fee (Required)	
Postage & Fees	\$ 4.64

Postmark Here  
 LEMONT PA  
 MAY 10 2006

1. Article Addressed to:  
 Mrs. Joy L. Howe  
 6167 Curwensville Lyrona Hwy  
 Atlanta, GA 30363

2. Article Number  
 (Transfer from service label) 7004 0550 0000 5240 1867

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-103

**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:  
 Mrs. Joy L. Howe  
 6167 Curwensville Lyrona Hwy  
 Atlanta, GA 30363

2. Article Number  
 (Transfer from service label) 7004 0550 0000 5240 1867

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
☒ Agent  
☐ Addressee  
 X Stephanie Howe

B. Received by (Printed Name)  
 Stephanie Howe

C. Date of Delivery  
 5-11-06

D. Is delivery address different from item 1? ☐ Yes  
 If 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

Postal Service<sup>TM</sup>  
**REGISTERED MAIL<sup>TM</sup> RECEIPT**  
 (Mail Only; No Insurance Coverage Provided)  
 For more information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 3.39
Registration Fee	3.40
Acceptance Fee (Required)	1.85
Delivery Fee (Required)	
Postage & Fees	\$ 4.64

Postmark Here  
 LEMONT PA  
 MAY 10 2006

1. Article Addressed to:  
 Mr. Larry R. Howe  
 6167 Curwensville Lyrona Hwy  
 Atlanta, GA 30363

2. Article Number  
 (Transfer from service label) 7004 0550 0000 5240 1850

PS Form 3811, August 2001 Domestic Return Receipt 102595-01-M-2505

**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.

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 Atlanta, GA 30363

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A. Signature  
☒ Agent  
☐ Addressee  
 X Stephanie Howe

B. Received by (Printed Name)  
 Stephanie Howe

C. Date of Delivery  
 5-11-06

D. Is delivery address different from item 1? ☐ Yes  
 If 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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

copy

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

LARRY R. HOWE AND JOY L. HOWE

Defendants

No. 06-247-CD

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

ALAN F. KIRK, ESQUIRE

Supreme Court # 36893

328 Innovation Boulevard, Suite 20

State College, PA 16803

(814) 867.8055

(814) 867.8051

TO: Mr. Larry R. Howe  
6167 Curwensville Tyrone Hwy.  
Olanta, PA 16863

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$24,883.99 on May 24, 2006.

*William L. Shaw*  
Prothonotary

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

copy

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

LARRY R. HOWE AND JOY L. HOWE

Defendants

No. 06-247-CD

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 20  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051

TO: Ms. Joy L. Howe  
6167 Curwensville Tyrone Hwy.  
Olanta, PA 16863

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 24,883.99 on May 24, 2006.

, Prothonotary

William L. Howe 301

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY ,  
PENNSYLVANIA  
STATEMENT OF JUDGMENT

Clearfield Bank and Trust Company  
Plaintiff(s)

No.: 2006-00247-CD

Real Debt: \$24,883.99

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Larry R. Howe  
Joy L. Howe  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: May 24, 2006

Expires: May 24, 2011

Certified from the record this 24th day of May, 2006.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

Received on \_\_\_\_\_, \_\_\_\_\_, of defendant full satisfaction of this Judgment,  
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 06-247-CD  
COMPANY, :  
Plaintiff :  
vs. : Type of Pleading: WRIT OF EXECUTION  
LARRY R. HOWE and :  
JOY L. HOWE : Filed on Behalf of: Plaintiff  
Defendants :  
Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051-Fax  
Email: akirk@bccz.com

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$24,883.99**

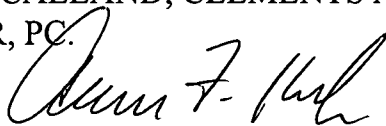
Plus continuing interest on the principal balance from **May 22, 2006**, plus costs and Attorney's fees.

A description of the property to be levied upon and sold is attached hereto in duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praecipe because notice has been served pursuant to Rule 2958.1 as evidenced by a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and marked Exhibit "B".

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.



Dated: **June 26, 2006**

Alan F. Kirk, Esquire  
Attorney for Plaintiff

**FILED** *Atty. pd.*  
*m 14:00/20.00*  
**JUL 13 2006** *10006*  
*writs w/*  
William A. Shaw *prop descr.*  
Prothonotary/Clerk of Courts *to Shff*  
*GK*



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 06-247-CD
	:	
Plaintiff	:	
	:	Type of Pleading: WRIT OF EXECUTION
vs.	:	
	:	
LARRY R. HOWE and	:	
JOY L. HOWE	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC.
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055
	:	(814) 867.8051-Fax
	:	Email: <a href="mailto:akirk@bccz.com">akirk@bccz.com</a>

WRIT OF EXECUTION  
NOTICE

**TO: Mr. Larry R. Howe**  
**Ms. Joy L. Howe**  
**6167 Curwensville Tyrone Highway**  
**Olanta, PA 06863**

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

**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.**

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, school books, sewing machines, uniforms and equipment
3. Most wages and unemployment compensation
4. Social Security benefits
5. Certain retirement funds and accounts
6. Certain veteran and armed forces benefits
7. Certain insurance proceeds
8. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 06-247-CD
	:	
Plaintiff	:	
	:	
vs.	:	
	:	
LARRY R. HOWE and JOY L. HOWE	:	Filed on Behalf of: Plaintiff
	:	
Defendants	:	
	:	Counsel of Record for this Party:
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC.
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055
	:	(814) 867.8051-Fax
	:	Email: <a href="mailto:akirk@bccz.com">akirk@bccz.com</a>

**CLAIM FOR EXEMPTION**

To the Sheriff of Clearfield County:

We, the above named Defendants, **LARRY R. HOWE and JOY L. HOWE**, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon,
  - (a) I desire that my \$300 statutory exemption be
    - (i) Set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_;
    - (ii) Paid in cash following the sale of the property levied upon; or
  - (b) I claim the following exemption (specify property and basis of exemption): \_\_\_\_\_  
\_\_\_\_\_;
- (2) From my property which is in the possession of a third party, I claim the following exemptions:
  - (a) My \$300 statutory exemption: \_\_\_\_ in cash: \_\_\_\_ in kind (specify property): \_\_\_\_\_

(b) Social Security benefits on deposit in the amount of \$\_\_\_\_\_;

(c) Other (specify amount and basis of exemption):\_\_\_\_\_  
\_\_\_\_\_

I request a prompt court hearing to determine the exemption. Notice of the hearing  
should be given to me at \_\_\_\_\_  
(address)

\_\_\_\_\_  
(telephone number)

I verify that the statements made in this Claim for Exemption are true and correct. I  
understand that false statements herein are made subject to the penalties of 18 Pa. C.S.  
Section 4904 relating to unsworn falsification to authorities.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS CLAIM TO BE FILED WITH THE OFFICE OF**

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esq., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in the Township of Knox, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

**Mr. Larry R. Howe  
Ms. Joy Howe  
6167 Curwensville Tyrone Highway  
Olanta, PA 16863**

2. The name and address of the Defendants in judgment are as follows:

**Mr. Larry R. Howe  
Ms. Joy L. Howe  
6167 Curwensville Tyrone Highway  
Olanta, PA 16863**

3. The name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

**Clearfield Bank & Trust Company  
11 North Second Street, P.O. Box 171  
Clearfield, PA 16830**

**Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company  
90 Beaver Drive, Suite 114C  
Dubois, PA 15801**

**Christoff Mitchell Petroleum  
883 North Front Street  
P.O. Box 669  
Philipsburg, PA 16866**

4. Name and address of the last recorded holder of every mortgage of record:

**Clearfield Bank & Trust Company**  
**11 North Second Street, P.O. Box 171**  
**Clearfield, PA 16830**

**Beneficial Consumer Discount Company d/b/a Beneficial Mortgage Company**  
**90 Beaver Drive, Suite 114C**  
**Dubois, PA 15801**

5. Name and address of every other person who has any record lien on the property:

**None**

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

**Clearfield County Tax Claim Bureau**  
**Clearfield, PA 16830**

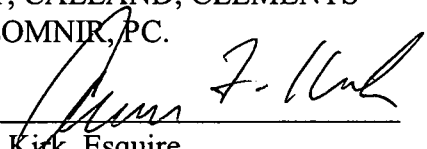
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

**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. Section 4904 relating to unsworn falsification to authorities.

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.

Date: June 26, 2006

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 06-247-CD

vs.

LARRY R. HOWE and  
JOY L. HOWE

Defendants

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051-Fax  
Email: [akirk@bccz.com](mailto:akirk@bccz.com)

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,  
Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_, 2006 at  
\_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

The price or sum at which the property shall be struck off must be paid at the time of sale or such  
other arrangements made as will be approved, otherwise the property will be immediately put up and sold  
again at the expense and risk of the person to whom it was struck off and who, in case of deficiency of such  
resale, shall make good for the same and in no instance will the deed be presented for confirmation unless  
the money is actually paid to the Sheriff.

**NOTICE**

To all parties in interest and Claimants: A schedule of distribution will be filed by the Sheriff in  
his office the first Monday following the date of sale, and distribution will be made in accordance with the  
schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

Exhibit "A"

VOL 1879 PAGE 156  
WARRANTY DEED - 1990

PLANNED GROWTH CO., WILLIAMSPORT, PA.

County, Parcel No. \_\_\_\_\_

**This Deed,**

MADE the August 19 <sup>seven (1997)</sup> ~~thirty (1997)~~  
in the year nineteen hundred and ninety ~~seven (1997)~~  
BETWEEN TERRY L. HOWE and CATHERINE M. HOWE, <sup>former</sup> husband and wife, both of Knott Township, Clearfield County, Pennsylvania, as tenants by the entireties, Grantors.

A  
W  
D

LARRY R. HOWE, JR., and JOY L. HOWE, husband and wife, of R.D. #1, Box 106, Glantz, Clearfield County, Pennsylvania 16863, as tenants by the entireties, Grantees.

WITNESSETH, That in consideration of Six Thousand (\$6,000.00)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantees.

ALL that certain lot or parcel of ground situate in the Village of Kelleytown, also known as Maple Run, in the Township of Knott, County of Clearfield and State of Pennsylvania, being Seventy-five (75) feet by One Hundred Seventy-five (175) feet deep.

BEING the same premises conveyed to Grantors herein by deed of Tenna Ann Barnett Mayhew Corbin dated July 31, 1990, and recorded at Clearfield in Volume 1356, Page 227.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



*Karen L. Storch*  
Karen L. Storch  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:48 PM 10-10-97  
BY *[Signature]*  
FEE \$15.00  
Karen L. Storch, Recorder

CLEARFIELD AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 60.00

PAID 10-10-97 *KAREN L. STORCH*  
Date Agent



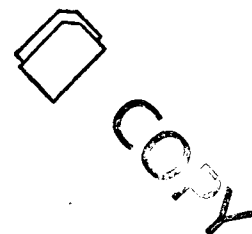
**WRIT OF EXECUTION and/or ATTACHMENT  
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD  
CIVIL ACTION - LAW**

Clearfield Bank and Trust Company

Vs.

NO.: 2006-00247-CD

Larry R. Howe and Joy L. Howe



**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from LARRY R. HOWE and JOY L. HOWE, Defendant(s):

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

AMOUNT DUE/PRINCIPAL: **\$24,883.99**

INTEREST: Continuing interest on principal balance  
from May 22, 2006

ATTY'S COMM: \$

DATE: 07/13/2006

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: Alan F. Kirk, Esq.  
328 Innovation Blvd., Ste. 200  
State College, PA 16803  
(814) 867-8055

Exhibit "A"

VOL 1879 PAGE 156  
WARRANTY DEED - 1997

PLANNED BY: [illegible]

County Record No. \_\_\_\_\_

**This Deed,**

MADE the August 19 <sup>seven (1997)</sup>  
in the year nineteen hundred and ninety-seven (1997)  
BETWEEN TERRY L. HOWE and CATHERINE M. HOWE, husband and wife, both of Knox  
Township, Clearfield County, Pennsylvania, as tenants by the entireties,  
Grantors.

A  
W  
D

LARRY R. HOWE, JR., and JOY L. HOWE, husband and wife, of R.D. #1,  
Box 106, Glendon, Clearfield County, Pennsylvania 16863, as tenants by  
the entireties, Grantees.

WITNESSETH, That in consideration of Six Thousand (\$6,000.00)

Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees.

ALL that certain lot or parcel of ground situate in the Village of Kelleystown, also  
known as Maple Run, in the Township of Knox, County of Clearfield and State of  
Pennsylvania, being Seventy-five (75) feet by One Hundred Seventy-five (175) feet deep.

BEING the same premises conveyed to Grantors herein by deed of Tenna Ann Barnett  
Mayhew Garbin dated July 31, 1990, and recorded at Clearfield in Volume 1356, Page 227.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 3:45 PM 10-10-97  
BY [Signature]  
HIS [Signature]  
Karen L. Starck, Recorder

CLEARFIELD AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 60.00  
PAID 10-10-97 KAREN L. STARCK  
Date Agent

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20398  
NO: 06-247-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: LARRY R. HOWE AND JOY L. HOWE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/14/2006

LEVY TAKEN 08/18/2006 @ 10:51 AM  
POSTED 08/18/2006 @ 10:51 AM  
SALE HELD 10/06/2006  
SOLD TO CLEARFIELD BANK AND TRUST COMPANY  
SOLD FOR AMOUNT \$1.00 PLUS COSTS  
WRIT RETURNED 11/15/2006  
DATE DEED FILED 11/15/2006

FILED  
012:47/SL  
NOV 17 2006

William A. Shaw  
Prothonotary/Clerk of Courts

PROPERTY ADDRESS 6167 AND 6165 CURWENSVILLE TYRONE HIGHWAY OLANTA , PA 06863

SERVICES

08/18/2006 @ 11:05 AM SERVED LARRY R. HOWE

SERVED LARRY R. HOWE, DEFENDANT, AT HIS RESIDENCE 34 LITTLE CLEARFIELD CREEK ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY HOWE

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.

08/18/2006 @ 11:05 AM SERVED JOY L. HOWE

SERVED JOY L. HOWE, DEFENDANT, AT HER RESIDENCE 34 LITTLE CLEARFIELD CREEK ROAD, OLANTA, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY HOWE, HUSBAND/CO-DEFENDANT

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20398  
NO: 06-247-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: LARRY R. HOWE AND JOY L. HOWE

Execution REAL ESTATE

SHERIFF RETURN

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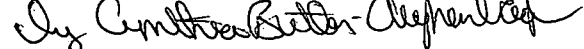
SHERIFF HAWKINS \$220.26

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

Chester A. Hawkins  
Sheriff

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

Clearfield Bank and Trust Company

Vs.

NO.: 2006-00247-CD

Larry R. Howe and Joy L. Howe

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from LARRY R. HOWE and JOY L. HOWE, Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

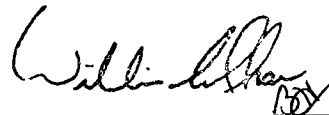
Garnishee(s) as follows:

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.

AMOUNT DUE/PRINCIPAL: **\$24,883.99**  
INTEREST: Continuing interest on principal balance  
from May 22, 2006  
ATTY'S COMM: \$  
DATE: 07/13/2006

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



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 14<sup>th</sup> day  
of July A.D. 2006  
At 11:30 AM P.M.

Requesting Party: Alan F. Kirk, Esq.  
328 Innovation Blvd., Ste. 200  
State College, PA 16803  
(814) 867-8055

Charles A. Henderson  
Sheriff by Cynthia Butler

Exhibit "A"

VOL 1879 PAGES 156  
WARRANTY DEED - 1997

PLANNED GROWTH CO., HALLAMSBURG, PA  
15005

County, Parcel No. \_\_\_\_\_

**This Deed,**

MADE the August 19 1997  
in the year nineteen hundred and ninety-seven (1997) seventy-seven  
BETWEEN TERRY L. HOWE and CATHERINE M. HOWE, husband and wife, both of Knox  
Township, Clearfield County, Pennsylvania, as tenants by the entirety,  
Grantors.

A  
N  
D

LARRY E. HOWE, JR., and JOY L. HOWE, husband and wife, of R.D. #1,  
Box 106, Glanta, Clearfield County, Pennsylvania 16863, as tenants by  
the entirety, Grantees.

WITNESSETH, That in consideration of Six Thousand (\$6,000.00)

Dollars,  
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant  
and convey to the said grantees.

All that certain lot or parcel of ground situate in the Village of Kelleytown, also  
known as Maple Run, in the Township of Knox, County of Clearfield and State of  
Pennsylvania, being Seventy-five (75) feet by One Hundred Seventy-five (175) feet deep.

BEING the same premises conveyed to Grantors herein by deed of Tenna Ann Barnett  
Mayhew Corbin dated July 31, 1990, and recorded at Clearfield in Volume 1356, Page 227.

I hereby CERTIFY that this document  
is recorded in the Recorder's Office of  
Clearfield County, Pennsylvania.



Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:45 PM 10-10-97  
BY K. L. Starck  
FEE \$ 15.00  
Karen L. Starck, Recorder

CLEARFIELD AREA SCHOOL DISTRICT  
1% REALTY TRANSFER TAX

AMOUNT \$ 60.00

PAID 10-10-97 KAREN L. STARCK  
Date Agent

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LARRY R. HOWE

NO. 06-247-CD

NOW, November 15, 2006, 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 October 06, 2006, I exposed the within described real estate of Larry R. Howe And Joy L. Howe to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	9.79
LEVY	15.00
MILEAGE	9.79
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$220.26</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$28.50</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	24,883.99
INTEREST @ %	0.00
FROM TO 10/06/2006	
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>\$24,923.99</b>
<b>COSTS:</b>	
ADVERTISING	273.22
TAXES - COLLECTOR	628.50
TAXES - TAX CLAIM	1,543.96
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	220.26
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$3,108.44</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