

06-248-CD

Clearfield B&T vs Emery Stephens

Clfd Bank & Trust vs Emery Stephens
2006-248-CD

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

CLEARFIELD BANK AND TRUST : No. 06-248-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
EMERY G. STEPHENS :
Defendant : 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 3 cc Dif
01/10/2006
FEB 16 2006
3M
Aky Kirk
pd. 85.00

William A. Shaw
Prothonotary/Clerk of Courts

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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 Defendant is EMERY G. STEPHENS, with a property address of RR1, Box 525A, Woodland, Pennsylvania 16881 and a mailing address of 2789 Egypt Road, Woodland, Pennsylvania 16881.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated July 10, 2002, in the principal amount of \$24,900.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200211263 on July 17, 2002.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Township of Bradford, 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 \$24,900.00 as set forth in Promissory Note dated July 10, 2002. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant 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 Defendant 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 March 1, 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 Defendant has 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 Defendant is 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:

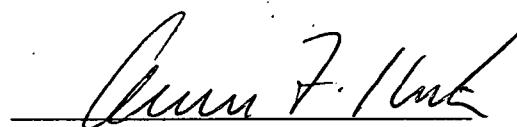
(a)	Principal Balance	\$ 24,724.00
(b)	Interest per diem of 4.66132 from 1/18/06 to 1/23/06	\$ 1,998.20
(c)	Late Charges	\$ N/A
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,472.40</u>
FINAL TOTAL		\$29,223.10

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$29,223.10** plus interest at **7.25%** 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

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200211263
RECORDED ON
JUL 17, 2002
8:51:26 AM
Total Pages: 5

RECORDING FEES - \$15.00
ECD
ECD
DUTY IMPROVEMENT \$2.00
UND
ECD
ECD
IMPROVEMENT FUND \$3.00
TATE WRIT TAX \$0.50
OTAL
CUSTOER
EARHART, R. DENNING

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

OPEN-END MORTGAGE

This Mortgage secures future advances

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is JULY 10, 2002.....
and the parties, their addresses and tax identification numbers, if required, are as follows:
MORTGAGOR:

EMERY G STEPHENS
RR 1 BOX 525A
WOODLAND PA 16881-9789

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

LENDER:

CLEARFIELD BANK & TRUST COMPANY
1935 DAISY STREET
CLEARFIELD, PA 16830

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

The property is located in CLEARFIELD..... at
(County)

RR 1 BOX 525A..... WOODLAND....., Pennsylvania 16881.....
(Address) (City) (ZIP Code)

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

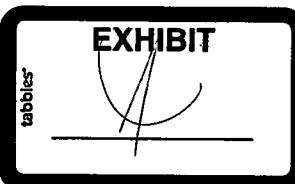
3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 24,900.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

PENNSYLVANIA - SHORT FORM MORTGAGE - OPEN END (NOT FOR FNMA, FHLMC, FHA OR VA USE)

(page 1 of 4)

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Experian



4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*
- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

- 5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. **DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. **PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.

(page 2 of 4)

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain piece tract or parcel of land situate in the Township of Bradford, County of Clearfield County, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce H. Graham; thence by the line of the said Church property North seventy-eight (78) degrees thirty-eight (38) minutes East for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number T-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road South eleven (11) degrees forty (40) minutes East for a distance of two hundred eighty-eight and five tenths (288.5) feet to a point on the said road; thence by line of land of Bruce R. Graham South eighty (80) degrees forty-seven (47) minutes West for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham North four (4) degrees zero (00) minutes West for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

BEING the same premises as were conveyed to Emery G. Stephens, single, by Deed of Donald L. Gibson and Carol L. Gibson, husband and wife, dated May 7, 1991 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1396, Page 324.

11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

12. DEFAULT AND REMEDIES. This Security Instrument will be in default if a default exists as to the Secured Debt, as provided in the written documentation of the debt. In the case of debt which is an open end home equity transaction, this means (a) the failure by a Consumer Borrower to make a payment when due on the open end home equity plan; (b) any Consumer Borrower engages in fraud or material misrepresentation in connection with the open end home equity plan; (c) any action or inaction by the Consumer Borrower or Grantor that adversely affects the Property or Lender's right in the property; or (d) any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal law and regulations.

Lender has all remedies available to it by law and equity, whether or not expressly set forth, and all remedies are distinct, cumulative and non-exclusive.

13. EXPENSES; ADVANCES ON COVENANTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.

14. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.

15. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.

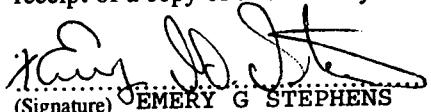
16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security

Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

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

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

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


.....
(Signature)

07/10/02
(Date)

.....
(Signature)

07/10/02
(Date)

.....
(Witness)

.....
(Witness)

ACKNOWLEDGMENT:

COMMONWEALTH OF PENNSYLVANIA COUNTY OF CLEARFIELD } ss.
(Individual) On this, the ..16TH.. day of ..JULY.. 2002....., before me ..SHARON J. DAVIS
the undersigned officer, personally appeared ..EMERY G. STEPHENS.....

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

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

My commission expires: 4/5/04

(Seal)



NOTARIAL SEAL
SHARON J. DAVIS, NOTARY PUBLIC
LAWRENCE TWP., CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 06, 2004

NOTARY PUBLIC
Title of Officer

It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY
11 N. SECOND ST., CLEARFIELD, PA 16830


MICHELE A. FANNIN-MCELROY
OFFICE MANAGER

Vol. 1396 pg. 324
WARRANTY DEED - 1991

PLAISER & CO., WILLIAMSPORT, PA.

County Purch. No. _____

This Deed,MADE the 7th day of May

in the year nineteen hundred and ninety-one (1991)

BETWEEN DONALD L. GIBSON and CAROL L. GIBSON, Husband and Wife, of Glen Richey, Clearfield County, Pennsylvania, parties of the first part, hereinafter referred to as Grantors,

A

N

D

EMERY G. STEPHENS, Single, of General Delivery, Mineral Springs, Pennsylvania, 16855, party of the second part, hereinafter referred to as Grantee,

WITNESSETH, That in consideration of Two Thousand (\$2,000)

Dollar,

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee . his heirs and assigns,

ALL that certain tract or parcel of land situate in the Township of Bradford, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce H. Graham; thence by the line of the said Church property north seventy-eight (78) degrees, thirty-eight (38) minutes east for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number T-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road south eleven (11) degrees forty (40) minutes east for a distance of two hundred eighty-eight and five tenths (288.5) feet to a point on the said road; thence by line of land of Bruce R. Graham south eighty (80) degrees forty-seven (47) minutes west for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham, north four (4) degrees zero (00) minutes west for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

RESERVING therefrom as set forth in prior deeds all the minerals, including coal, clay, gas, oil and all other minerals of whatever nature, with the right of ingress, egress and regress for the purpose of mining, drilling, storing and removing said minerals, with the right to build roads, drifts, rigs, storage facilities and any other structure or facility for the proper mining, drilling and transporting said minerals without liability for damages to the surface thereof.

BEING the same premises conveyed to Donald L. Gibson and Carol L. Gibson, his

EXHIBIT

13

EMERY G STEPHENS		CLEARFIELD BANK AND TRUST COMPANY 11 NORTH SECOND STREET CLEARFIELD, PENNSYLVANIA 16830	
RR 1 BOX 525A WOODLAND PA 16881-9789		Lender's Name and Address "We" or "us" means the lender named above.	
Borrower's Name and Address "You" means each borrower above, jointly and severally.			
No. 507040	Initial Advance \$ N/A	Maturity Date 07/15/17	
Date 07/10/02	Minimum Advance \$ N/A	Billing Cycle: Ends 10 days before due date	
Trans. Acct. #	Minimum Balance \$ N/A	of every month	
Line of Credit \$ 24,900.00	Draw Period 180 months	Payment Date 15	
Triggering Balance \$.00	Repayment Period 180 months	of every month	

HOME EQUITY LINE OF CREDIT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means an account you carry with us. The number of this account is listed at the top of the form on the line labeled "Trans. Acct. #." "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you money under this plan.

In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located. Any provision that appoints us as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of our rights under this agreement, we do so for our sole benefit.

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan by the following methods:

- ◆ You write a Home Equity Check that we have given you for this purpose.
- ◆ You request a withdrawal in person.
- ◆ You request a withdrawal by telephone.

HOW THE LOAN IS ADVANCED: When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed in this agreement. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "average daily balance" of your loan account for the billing cycle. We then multiply that figure by the number of days in

the billing cycle. The average daily balance is computed as follows: First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The daily periodic rate of **FINANCE CHARGE** is .0131 % which corresponds to an **ANNUAL PERCENTAGE RATE** of 4.7500 %. The annual percentage rate includes interest and not other costs.

VARIABLE RATE: The annual percentage rate may change, and will be Equal To the following "base rate": the highest rate on corporate loans posted by at least 75% of the USA's 30 largest banks known as The Wall Street Journal Prime Rate and is published in The Wall Street Journal. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first day of each month. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than when the Prime Rate changes. A decrease will have the opposite effect of an increase disclosed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 18.0000 %, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 4.5000 %.

HOW YOU REPAY YOUR LOANS: On or before each payment date, you agree to make a minimum payment to reduce your debt. The minimum payment amount is the greater of \$100.00, or the sum of the following two items: (1) .555% of the principal balance of your loan account on the last day of the last billing cycle in which we make an advance to you, and (2) any finance charges or other charges due.

FINAL PAYMENT: On the maturity date listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

EXHIBIT

ADDITIONAL REPAYMENT TERMS: If your loan account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will be applied first to any charges you owe other than principal and finance charges, then to any finance charges that are due, and finally to principal.

AUTOMATIC WITHDRAWAL: If checked, you authorize us to automatically withdraw your payment from your transaction account on each payment date. If your transaction account does not have enough money in it to make the minimum payment, we may, but are not required to, lend you money to make the payment. All the terms of this agreement will apply to such a loan. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero.

SET-OFF: You agree that we may set-off any amount due and payable under the terms of this agreement against your right to receive money from us, unless prohibited by applicable law. For example, our right of set-off does not apply to an Individual Retirement Account; other tax-deferred retirement account; or federal benefit, wage, salary and retirement payments held in an electronic transfer account (ETA). In addition, our right of set-off does not apply to an account or other obligation if your rights arise only in a representative capacity or if you can obtain credit under this agreement by using a credit card.

Your right to receive money from us includes any deposit or share account balance you have with us; any money owed to you on an item presented to us or in our possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this agreement" means the total amount of which we are entitled to demand payment under the terms of this agreement at the time we set off.

SECURITY: We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated 07/10/02) in the following property, described by item or type:

RR 1 BOX 525A, WOODLAND, PA 16881

Property securing any other loans that you have with us may also secure this agreement.

Filing fees \$ _____

You may buy property insurance from anyone you want who is acceptable to us.

CREDIT INSURANCE: Credit life insurance is not required to obtain credit. We will provide no coverage unless you sign and agree to pay the additional cost. The rates listed below are applied to your actual daily balance to determine the premium you owe per billing cycle.

	TYPE	RATE
You <input checked="" type="checkbox"/> do <input type="checkbox"/> do not want	single credit life	.0705
You <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want	joint credit life	_____

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- ♦ If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- ♦ We may make changes that you have agreed to in writing.
- ♦ We may make changes that unequivocally benefit you.
- ♦ We may make changes to insignificant terms of this agreement.

In addition, we will make the following specific changes, upon the occurrence of the events described:

- ♦ We will increase the **ANNUAL PERCENTAGE RATE** _____ % if you leave your position with us.
- ♦ We will increase the margin _____ % if you leave your position with us.
- ♦ We will increase the **ANNUAL PERCENTAGE RATE** _____ % if you fail to maintain a qualifying minimum balance of \$ _____ in a savings or money market account at our institution.
- ♦ We will increase the margin _____ % if you fail to maintain a qualifying minimum balance of \$ _____ in a savings or money market account at our institution.
- ♦ We will refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

ADDITIONAL CHARGES: You agree to pay the following additional charges:

- ♦ An additional fee of \$ _____ per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.
- ♦ A late charge on any payment not paid within 15 days of the payment date of 5.000 % of the payment.
- ♦ Any charges we incur and pay to stop payment of a check drawn on your Line of Credit.
- ♦ A fee of \$ _____ for each check, negotiable order of withdrawal or draft you issue in connection with this loan that is returned because it has been dishonored.
- ♦ An overlimit fee \$ _____.

♦ Application Fee	\$ _____	; Official Fees	\$ _____
Appraisal	\$ _____	; Title Search	\$ _____
Property Survey	\$ _____	; Title Insurance	\$ _____
Credit Report Fees	\$ _____		
Documentation Fees	\$ _____		
(Other) <u>Flood Determination</u>	\$ _____		

ATTORNEY'S FEES: You agree to pay all our costs, including reasonable attorney's fees, that we incur in legal proceedings to collect or enforce this debt should you be in default.

NOTICE: Review the following page for additional terms and for information about your rights in the event of a billing error.

NOTICE TO BORROWER: This document contains provisions for a variable interest rate.

SIGNATURES: By signing below, you agree to the terms of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of the agreement on today's date.

Signature  (SEAL)
EMERY S. STEPHENS

Signature _____ (SEAL)

By: MICHELE A. FANNIN-MCELROY
OFFICE MANAGER


ADDITIONAL TERMS

DEFAULT: You will be in default on this agreement if any of the following occur:

- (1) You engage in fraud or material misrepresentation in connection with this plan;
- (2) You fail to make a payment as required by this agreement;
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral.

REMEDIES: We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you a termination fee (if provided for in this agreement), and fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. We may also use our right of set-off as explained in this agreement.

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT: We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity line of credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement or any agreement securing this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement); or
- (7) A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking, share draft or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.



**CLEARFIELD BANK
&
TRUST COMPANY**

MAIN OFFICE 11 N. Second Street PO Box 171 Clearfield, PA 16830 T (814) 765-7551 F (814) 765-2943

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 INMEDIATAMENTE 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.

COMMUNITY OFFICES

BRIDGE STREET OFFICE

Second & Bridge Streets
Clearfield, PA 16830
T (814) 765-1645
F (814) 765-2672

GOLDENROD OFFICE

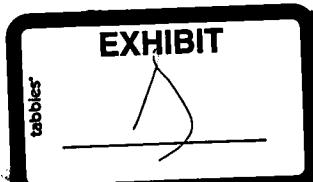
1935 Daisy Street
Clearfield, PA 16830
T (814) 768-5200
F (814) 768-5206

DuBOIS OFFICE

91 Beaver Drive
DuBois, PA 15801
T (814) 371-1400
F (814) 371-2903

PHILIPSBURG OFFICE

19 Irwin Drive Extension
Philipsburg, PA 16866
T (814) 342-5750
F (814) 342-7321



HOMEOWNER'S NAME(S):	Emery G. Stephens
MAILING ADDRESS:	2789 Egypt Rd. Woodland, PA 16881-8820
LOAN ACCT. NO.:	507040
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	March 1, 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 525A, Woodland

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:

Principle Payment of \$1,311.05 + Interest Payment of \$353.41 = \$1,664.46

Other Charges (explain/itemize): Late Charges of \$87.42 + Credit Life Charges of \$140.01
TOTAL AMOUNT PAST DUE: \$1,891.89

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

HOW TO CURE THE DEFAULT --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,891.89, 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

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 you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE --- It is estimated that the earliest date that such a Sheriff's Sale of the 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:

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

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

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

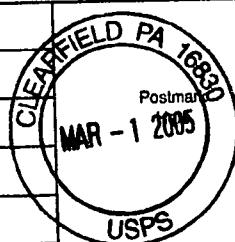
For delivery information visit our website at www.usps.com

OFFICIAL USE

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7172
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0550 0550
7004

MEL
Postage
Certified Fee
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees

\$
\$
\$
\$
\$
\$



Sent To **Emery G Stephens**
Street, Apt. No.; **2789 Egypt Rd**
or PO Box No.
City, State, ZIP+4 **Woodland PA 16881**

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

MEL
Postage
Certified Fee
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees

\$
\$
\$
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Street, Apt. No.; **2789 Egypt Rd**
or PO Box No.
City, State, ZIP+4 **Woodland PA 16881**

PS Form 3800, June 2002

See Reverse for Instructions

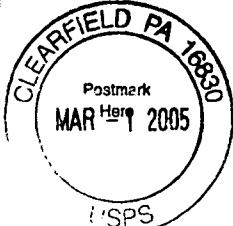
U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

MEL
Postage
Certified Fee
Return Receipt Fee
(Endorsement Required)
Restricted Delivery Fee
(Endorsement Required)
Total Postage & Fees

\$
\$
\$
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\$
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Sent To **Emery G Stephens**
Street, Apt. No.; **2789 Egypt Rd**
or PO Box No.
City, State, ZIP+4 **Woodland PA 16881**

PS Form 3800, June 2002

See Reverse for Instructions

CERTIFIED MAIL

20130

**CLEARFIELD BANK
&
TRUST COMPANY**

11 N. Second Street
PO Box 171
Clearfield, PA 16830
Address Service Requested

7004 0550 0000 7173 0351



U.S. POSTAGE
PAID
CLEARFIELD, PA
16830
MAR 01 05
AMOUNT 05
PA
K64-12

RETURN RECEIPT REQUESTED CERTIFIED MAIL
Emery G. Stephens
2789 Egypt Rd.
Woodland, PA 16881-8820
0000

A C D
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 J K L
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 Y Z
- UNABLE TO FORWARD

RTS
RETURN TO SENDER

3-2
3/15
remained
Certificate of
Mailing

**CLEARFIELD BANK
&
TRUST COMPANY**

11 N. Second Street
PO Box 171
Clearfield, PA 16830
Address Service Requested

7004 0550 0000 7173 0351

CERTIFIED MAIL

20130

U.S. POSTAGE
PAID
CLEARFIELD, PA
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MAR 01 05
AMOUNT 05
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3-2
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Certificate of
Mailing

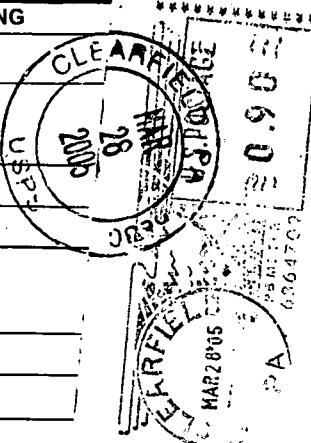
3-2
3/19
Act
5/22

Enclosed

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: **OLD BANK & TRUST COMPANY**
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830



One piece of ordinary mail addressed to:

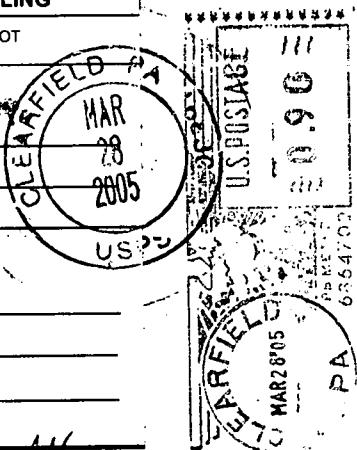
Emery G. Stephens
2789 Egypt Rd
Woodland PA 16881

PS Form 3817, January 2001

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: **OLD BANK & TRUST COMPANY**
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830



One piece of ordinary mail addressed to:

Emery G. Stephens
2789 Egypt Rd
Woodland PA 16881

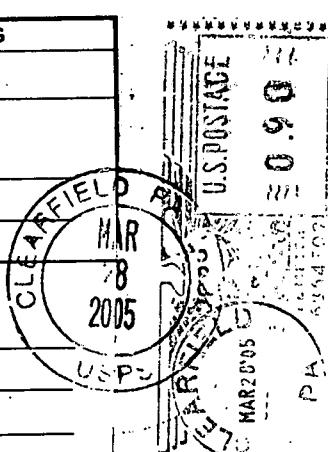
PS Form 3817, January 2001

LAK

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: **CLEARFIELD BANK & TRUST COMPANY**
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830



One piece of ordinary mail addressed to:

Emery G. Stephens
2789 Egypt Rd.
Woodland, PA 16881

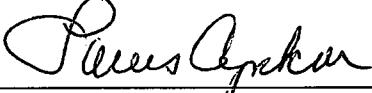
PS Form 3817, January 2001

LAK

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 # 101296
NO: 06-248-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: EMERY G. STEPHENS

SHERIFF RETURN

NOW, March 17, 2006 AT 1:21 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EMERY G. STEPHENS DEFENDANT AT 1410 PLEASANT VALLEY ROAD, WOODLAND, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO EMERSON STEPHENS, FATHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: NEVLING /

FILED
09:40 AM
APR 18 2006
WM

William A. Shaw
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BCCZ	1167	10.00
SHERIFF HAWKINS	BCCZ	1167	27.29

Sworn to Before Me This

____ Day of _____ 2006

So Answers,

*Chester A. Hawkins
by Marlyn Harry*
Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

EMERY G. STEPHENS

Defendant

No. 06-248-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

I hereby certify this to be a true and attested copy of the original statement filed in this case.

FEB 16 2006

Certified to be a true and correct copy of
original Alan Kirk

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

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

CLEARFIELD BANK AND TRUST : No.
COMPANY, :
Plaintiff :
vs. : Type of Pleading: COMPLAINT
EMERY G. STEPHENS :
Defendant : Filed on Behalf of: Plaintiff
: Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC
: ALAN F. KIRK, ESQUIRE
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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 Defendant is EMERY G. STEPHENS, with a property address of RR1, Box 525A, Woodland, Pennsylvania 16881 and a mailing address of 2789 Egypt Road, Woodland, Pennsylvania 16881.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated July 10, 2002, in the principal amount of \$24,900.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200211263 on July 17, 2002.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Township of Bradford, 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 \$24,900.00 as set forth in Promissory Note dated July 10, 2002. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

6. The Defendant 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 Defendant 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 March 1, 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 Defendant has 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 Defendant is 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	\$ 24,724.00
(b)	Interest per diem of 4.66132 from 1/18/06 to 1/23/06	\$ 1,998.20
(c)	Late Charges	\$ N/A
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,472.40</u>

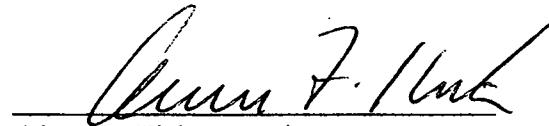
FINAL TOTAL **\$29,223.10**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$29,223.10** plus interest at **7.25%** 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

REN L. STARCK
TER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
00211263
RECORDED ON
17, 2002
51-26 AM
Total Pages: 5

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

OPEN-END MORTGAGE

This Mortgage secures future advances

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is JULY 10, 2002..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

EMERY G STEPHENS
RR 1 BOX 525A
WOODLAND PA 16881-9789

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

LENDER:

CLEARFIELD BANK & TRUST COMPANY
1935 DAISY STREET
CLEARFIELD, PA 16830

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

The property is located in CLEARFIELD..... at

(County)

RR 1 BOX 525A..... WOODLAND....., Pennsylvania 16881.....
(Address) (City) (ZIP Code)

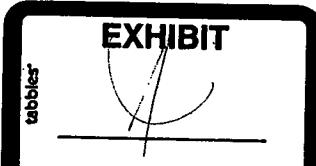
Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate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

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$24,900.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

PENNSYLVANIA - SHORT FORM MORTGAGE - OPEN END (NOT FOR FNMA, FHLMC, FHA OR VA USE)

(page 1 of 4)

Experian © 1995 Bankers Systems, Inc., St. Cloud, MN Form SFMO-MTG-PA 7/17/2000



4. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:

- A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(You must specifically identify the debt(s) secured and you should include the final maturity date of such debt(s).)*
- B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument.
- C. All other obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any necessary notice of the right of rescission with respect to any additional indebtedness secured under paragraph B of this Section, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument (but does not waive the security interest for the debts referenced in paragraph A of this Section).

- 5. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.

(page 2 of 4)

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain piece tract or parcel of land situate in the Township of Bradford, County of Clearfield County, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce H. Graham; thence by the line of the said Church property North seventy-eight (78) degrees thirty-eight (38) minutes East for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number T-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road South eleven (11) degrees forty (40) minutes East for a distance of two hundred eighty-eight and five tenths (288.5) feet to a point on the said road; thence by line of land of Bruce R. Graham South eighty (80) degrees forty-seven (47) minutes West for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham North four (4) degrees zero (00) minutes West for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

BEING the same premises as were conveyed to Emery G. Stephens, single, by Deed of Donald L. Gibson and Carol L. Gibson, husband and wife, dated May 7, 1991 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1396, Page 324.

11. ASSIGNMENT OF LEASES AND RENTS. Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

12. DEFAULT AND REMEDIES. This Security Instrument will be in default if a default exists as to the Secured Debt, as provided in the written documentation of the debt. In the case of debt which is an open end home equity transaction, this means (a) the failure by a Consumer Borrower to make a payment when due on the open end home equity plan; (b) any Consumer Borrower engages in fraud or material misrepresentation in connection with the open end home equity plan; (c) any action or inaction by the Consumer Borrower or Grantor that adversely affects the Property or Lender's right in the property; or (d) any Borrower is an executive officer of Lender or an affiliate and such Borrower becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal law and regulations.

Lender has all remedies available to it by law and equity, whether or not expressly set forth, and all remedies are distinct, cumulative and non-exclusive.

13. EXPENSES; ADVANCES ON COVENANTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.

14. INSURANCE. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.

15. APPLICABLE LAW; SEVERABILITY; INTERPRETATION. This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.

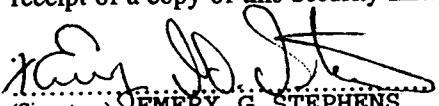
16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security

Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

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

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

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


(Signature)

07/10/02
(Date)

.....
(Signature)

07/10/02
(Date)

.....
(Witness)

.....
(Witness)

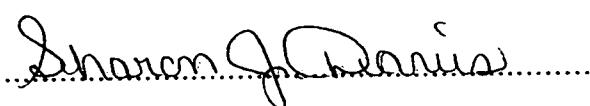
ACKNOWLEDGMENT:

COMMONWEALTH OF PENNSYLVANIA COUNTY OF CLEARFIELD } SS.
(Individual) On this, the 16TH day of JULY 2002, before me ..SHARON J. DAVIS
the undersigned officer, personally appeared ..EMERY G. STEPHENS.....
....., known to me (or satisfactorily proven) to
be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that
he/she executed the same for the purposes therein contained.

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

My commission expires: 4/5/04

(Seal)



NOTARIAL SEAL
SHARON J. DAVIS, NOTARY PUBLIC
LAWRENCE TWP, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APRIL 05, 2004

NOTARY PUBLIC
Title of Officer

It is hereby certified that the address of the Lender within named is: CLEARFIELD BANK AND TRUST COMPANY
11 N SECOND ST., CLEARFIELD, PA 16830


MICHELE A. FANNIN-MCELROY
OFFICE MANAGER

1396nx324
WARRANTY DEED - 1991

PLAISER & CO. WILLIAMSPORT, PA.

County, Parcels No. _____

This Deed,

MADE the 7th day of May

in the year nineteen hundred and ninety-one (1991)

BETWEEN DONALD L. GIBSON and CAROL L. GIBSON, Husband and Wife, of Glen Richey, Clearfield County, Pennsylvania, parties of the first part, hereinafter referred to as Grantors,

A

N

D

EMERY G. STEPHENS, Single, of General Delivery, Mineral Springs, Pennsylvania, 16855, party of the second part, hereinafter referred to as Grantee,

WITNESSETH, That in consideration of Two Thousand (\$2,000)

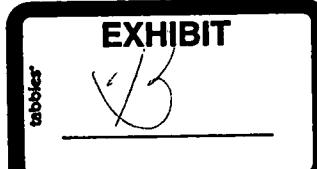
Dollar,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantee . his heirs and assigns,

ALL that certain tract or parcel of land situate in the Township of Bradford, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce R. Graham; thence by the line of the said Church property north seventy-eight (78) degrees, thirty-eight (38) minutes east for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number T-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road south eleven (11) degrees forty (40) minutes east for a distance of two hundred eighty-eight and five tenths (288.5) feet to a point on the said road; thence by line of land of Bruce R. Graham south eighty (80) degrees forty-seven (47) minutes west for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham, north four (4) degrees zero (00) minutes west for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

RESERVING therefrom as set forth in prior deeds all the minerals, including coal, clay, gas, oil and all other minerals of whatever nature, with the right of ingress, egress and regress for the purpose of mining, drilling, storing and removing said minerals, with the right to build roads, drifts, rigs, storage facilities and any other structure or facility for the proper mining, drilling and transporting said minerals without liability for damages to the surface thereof.

BEING the same premises conveyed to Donald L. Gibson and Carol L. Gibson, his



EMERY G STEPHENS		CLEARFIELD BANK AND TRUST COMPANY 11 NORTH SECOND STREET CLEARFIELD, PENNSYLVANIA 16830	
RR 1 BOX 525A WOODLAND PA 16881-9789		Lender's Name and Address "We" or "us" means the lender named above.	
Borrower's Name and Address "You" means each borrower above, jointly and severally.			
No. 507040	Initial Advance \$ N/A	Maturity Date 07/15/17	
Date 07/10/02	Minimum Advance \$ N/A	Billing Cycle: Ends 10 days before due date	
Trans. Acct. #	Minimum Balance \$ N/A	of every month	
Line of Credit \$ 24,900.00	Draw Period 180 months	Payment Date 15	
Triggering Balance \$.00	Repayment Period 180 months	of every month	

HOME EQUITY LINE OF CREDIT

GENERALLY: This is an agreement about your home equity line of credit. Many of the terms we use in this agreement have special meanings. The term "loan account balance" means the sum of the unpaid principal of loans made under this plan, plus unpaid but earned finance charges, plus any credit insurance premiums that are due. "Transaction Account" means an account you carry with us. The number of this account is listed at the top of the form on the line labeled "Trans. Acct. #." "Line of Credit" means the maximum amount of principal we will ordinarily allow you to owe us under this plan at any time. "Triggering Balance" is the amount you must keep in your transaction account to prevent us from lending you money under this plan.

In addition, we will use the following terms for this home equity plan: "Initial Advance" means the amount of money we will require you to accept as an advance to open the plan. "Minimum Advance" means the smallest amount of money we will advance to you at your request. The "Minimum Balance" is the amount of principal of loans we will require you to maintain outstanding during the plan. If the principal balance outstanding falls below the minimum balance, you may have to pay a fee described below.

If any term of this agreement violates any law or for some other reason is not enforceable, that term will not be part of this agreement. This agreement is subject to the laws of the state where we are located. Any provision that appoints us as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of our rights under this agreement, we do so for our sole benefit.

This agreement is subject to the provisions of the Secondary Mortgage Loan Act.

TAX DEDUCTIBILITY: You should consult a tax advisor regarding the deductibility of interest and charges under this home equity plan.

REQUESTING A LOAN: You request a loan under this plan by the following methods:

- ◆ You write a Home Equity Check that we have given you for this purpose.
- ◆ You request a withdrawal in person.
- ◆ You request a withdrawal by telephone.

HOW THE LOAN IS ADVANCED: When you request a loan, we will, subject to any limitations contained in this agreement, advance exactly the amount you request, so long as the requested amount equals or exceeds the minimum advance listed in this agreement. We will make the advance by depositing the amount in your transaction account, by advancing the money directly to you, or by paying a designated third person or account, depending on how we agree to make the advance. We will record the amount as a loan in your loan account.

If your request is for less than the minimum advance, we may, at our option, grant the request. However, granting the request does not mean we will be required to grant requests for less than the minimum advance in the future. We always have the option to deny any such request.

However, we will not ordinarily grant any request for a loan which would cause the unpaid principal of your loan account balance to be greater than the Line of Credit listed in this agreement. We may, at our option, grant such a request without obligating ourselves to do so in the future.

HOW FINANCE CHARGES ARE COMPUTED: Finance charges begin to accrue immediately when we make a loan to you. To figure the finance charge for a billing cycle, we apply a daily periodic rate of finance charge to the "average daily balance" of your loan account for the billing cycle. We then multiply that figure by the number of days in

the billing cycle. The average daily balance is computed as follows. First, we take your loan account balance at the beginning of the day and subtract any unpaid finance charges and credit insurance premiums (if any) that are due. Next, we subtract the portion of any payments or credits received that day which apply to the repayment of your loans. (A portion of each payment you make is applied to finance charges and credit insurance premiums, if any.) Then we add any new loans made that day. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

The daily periodic rate of **FINANCE CHARGE** is .0131 which corresponds to an **ANNUAL PERCENTAGE RATE** of 4.7500 %. The annual percentage rate includes interest and other costs.

VARIABLE RATE: The annual percentage rate may change, and will be Equal To the following "base rate": the highest rate on corporate loans posted by at least 75% of the USA's 30 largest banks known as The Wall Street Journal Prime Rate and is published in The Wall Street Journal. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first day of each month. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than when the Prime Rate changes. A decrease will have the opposite effect of an increase disclosed above.

If the base rate changes more frequently than the annual percentage rate, we will always use the base rate in effect on the day we adjust the annual percentage rate to determine the new annual percentage rate. In such a case, we will ignore any changes in the base rate that occur between annual percentage rate adjustments.

The "annual percentage rate" referred to in this section is the annual rate which corresponds to the periodic rate applied to the balance as described above. This corresponding **ANNUAL PERCENTAGE RATE** will never exceed 18.0000 %, and will never exceed the highest allowable rate for this type of agreement as determined by applicable state or federal law.

The **ANNUAL PERCENTAGE RATE** will never decrease below 4.5000 %.

HOW YOU REPAY YOUR LOANS: On or before each payment date, you agree to make a minimum payment to reduce your debt. The minimum payment amount is the greater of \$100.00, or the sum of the following two items: (1) .555% of the principal balance of your loan account on the last day of the last billing cycle in which we make an advance to you, and (2) any finance charges or other charges due.

FINAL PAYMENT: On the maturity date listed in this agreement, you must pay the amount of any remaining loan account balance outstanding. The minimum payments may not be sufficient to fully repay the principal that is outstanding on your line. If they are not, you will be required to pay the entire outstanding balance in a single balloon payment.

We are not obligated to refinance your loan at that time, but will consider your request to do so. If you refinance this account at maturity, you may have to pay some or all of the closing costs normally associated with a new loan even if you obtain financing from us.

EXHIBIT

ADDITIONAL REPAYMENT TERMS: If your account balance on a payment date is less than the minimum payment amount, you must pay only the loan account balance.

If you fail to make a payment, we may, but are not required to, advance money to you to make the payment. All the terms of this agreement would apply to such a loan.

You can pay off all or part of what you owe at any time. However, so long as you owe any amount you must continue to make your periodic minimum payment.

The amounts you pay will be applied first to any charges you owe other than principal and finance charges, then to any finance charges that are due, and finally to principal.

AUTOMATIC WITHDRAWAL: If checked, you authorize us to automatically withdraw your payment from your transaction account on each payment date. If your transaction account does not have enough money in it to make the minimum payment, we may, but are not required to, lend you money to make the payment. All the terms of this agreement will apply to such a loan. If your loan account balance is less than the minimum payment amount, we will withdraw only the amount necessary to reduce your loan account balance to zero.

SET-OFF: You agree that we may set-off any amount due and payable under the terms of this agreement against your right to receive money from us, unless prohibited by applicable law. For example, our right of set-off does not apply to an Individual Retirement Account; other tax-deferred retirement account; or federal benefit, wage, salary and retirement payments held in an electronic transfer account (ETA). In addition, our right of set-off does not apply to an account or other obligation if your rights arise only in a representative capacity or if you can obtain credit under this agreement by using a credit card.

Your right to receive money from us includes any deposit or share account balance you have with us; any money owed to you on an item presented to us or in our possession for collection or exchange; and any repurchase agreement or other non-deposit obligation. "Any amount due and payable under the terms of this agreement" means the total amount of which we are entitled to demand payment under the terms of this agreement at the time we set off.

SECURITY: We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated 07/10/02) in the following property, described by item or type:

RR 1 BOX 525A, WOODLAND, PA 16881

Property securing any other loans that you have with us may also secure this agreement.

Filing fees \$

You may buy property insurance from anyone you want who is acceptable to us.

CREDIT INSURANCE: Credit life insurance is not required to obtain credit.

We will provide no coverage unless you sign and agree to pay the additional cost. The rates listed below are applied to your actual daily balance to determine the premium you owe per billing cycle.

	TYPE	RATE
You <input checked="" type="checkbox"/> do <input type="checkbox"/> do not want	single credit life	.0705
You <input type="checkbox"/> do <input checked="" type="checkbox"/> do not want	joint credit life	

CHANGING THE TERMS OF THIS AGREEMENT: Generally, we may not change the terms of this agreement. However, we may change the terms in the following circumstances:

- ♦ If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.
- ♦ We may make changes that you have agreed to in writing.
- ♦ We may make changes that unequivocally benefit you.
- ♦ We may make changes to insignificant terms of this agreement.

In addition, we will make the following specific changes, upon the occurrence of the events described:

- ♦ We will increase the **ANNUAL PERCENTAGE RATE** _____ % if you leave your position with us.
- ♦ We will increase the margin _____ % if you leave your position with us.
- ♦ We will increase the **ANNUAL PERCENTAGE RATE** _____ % if you fail to maintain a qualifying minimum balance of \$ _____ in a savings or money market account at our institution.
- ♦ We will increase the margin _____ % if you fail to maintain qualifying minimum balance of \$ _____ in a savings or money market account at our institution.
- ♦ We will refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached.

If we are required to send notice of a change in terms, we will send the notice to your address listed in this agreement. (You should inform us of any change in address.)

ADDITIONAL CHARGES: You agree to pay the following additional charges:

- ♦ An additional fee of \$ _____ per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.
- ♦ A late charge on any payment not paid within 15 days of the payment date of 5.000 % of the payment.
- ♦ Any charges we incur and pay to stop payment of a check drawn on your Line of Credit.
- ♦ A fee of \$ _____ for each check, negotiable order, withdrawal or draft you issue in connection with this loan that is returned because it has been dishonored.
- ♦ An overlimit fee \$ _____.

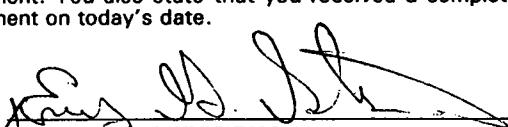
♦ Application Fee	\$ _____	: Official Fees	\$ _____
Appraisal	\$ _____	: Title Search	\$ _____
Property Survey	\$ _____	: Title Insurance	\$ _____
Credit Report Fees	\$ _____		
Documentation Fees	\$ _____		
(Other) <u>Flood Determination</u>	\$ _____		

ATTORNEY'S FEES: You agree to pay all our costs, including reasonable attorney's fees, that we incur in legal proceedings to collect or enforce this debt should you be in default.

NOTICE: Review the following page for additional terms and information about your rights in the event of a billing error.

NOTICE TO BORROWER: This document contains provisions for a variable interest rate.

SIGNATURES: By signing below, you agree to the terms of this agreement and you promise to pay any amounts you owe under this agreement. You also state that you received a completed copy of this agreement on today's date.

Signature  (SEA)
EMERY & STEPHENS

Signature _____ (SEA)

By: MICHELE A. FANNIN-MCELROY
OFFICE MANAGER

ADDITIONAL TERMS

DEFAULT: You will be in default on this agreement if any of the following occur:

- (1) You engage in fraud or material misrepresentation in connection with this plan;
- (2) You fail to make a payment as required by this agreement;
- (3) Your action or inaction adversely affects the collateral or our rights in the collateral.

REMEDIES: We may terminate your account, require you to pay the entire outstanding balance in one payment and charge you a termination fee (if provided for in this agreement), and fees related to the collection of the amount owing, if you are in default in any manner described above. In that instance, we may take other action short of termination, such as charging you a fee if you fail to maintain required property insurance and we purchase insurance. We may also use our right of set-off as explained in this agreement.

Even if we choose not to use one of our remedies when you default, we do not forfeit our right to do so if you default again. If we do not use a remedy when you default, we can still consider your actions as a default in the future.

SUSPENSION OF CREDIT AND REDUCTION OF CREDIT LIMIT: We may temporarily prohibit you from obtaining additional extensions of credit, or reduce your credit limit if:

- (1) The value of the dwelling securing this home equity line of credit declines significantly below its appraised value for purposes of this line;
- (2) We reasonably believe you will not be able to meet the repayment requirements due to a material change in your financial circumstances;
- (3) You are in default of a material obligation of this agreement or any agreement securing this agreement, which shall include, but is not limited to, your ongoing obligation to supply us with information we feel we need to assess your financial condition;
- (4) A governmental action prevents us from imposing the annual percentage rate provided for in this agreement;
- (5) The action of a governmental body adversely affects our security interest to the extent that the value of the security interest is less than 120% of the home equity line;
- (6) The annual percentage rate corresponding to the periodic rate reaches the maximum rate allowed under this plan (if provided for in this agreement); or
- (7) A regulatory agency has notified us that continued advances would constitute an unsafe and unsound practice.

In the event that we suspend your right to additional advances or reduce your credit line, we will send you notice of our decision at the address listed in this agreement. (You should inform us of any change in your address.) If we have based our decision to suspend or reduce your credit privileges on an assessment of your financial condition or performance under this plan, and you believe that your situation has changed, you must request that we re-evaluate your situation, and reinstate your credit privileges.

CREDIT INFORMATION: You agree to supply us with whatever information we reasonably feel we need to decide whether to continue this plan. We agree to make requests for this information without undue frequency, and to give you reasonable time in which to supply the information.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

Notify Us In Case of Errors or Questions About Your Bill

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights. In your letter, give us the following information:

- ◆ Your name and account number.
- ◆ The dollar amount of the suspected error.
- ◆ Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings, checking, share draft or other account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

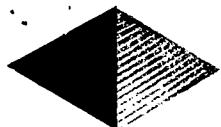
We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.



CLEARFIELD BANK
&
TRUST COMPANY

MAIN OFFICE 11 N. Second Street PO Box 171 Clearfield, PA 16830 T (814) 765-7551 F (814) 765-2943

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 INMEDIATAMENTE 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.

COMMUNITY OFFICES

BRIDGE STREET OFFICE

Second & Bridge Streets
Clearfield, PA 16830
T (814) 765-1645
F (814) 765-2672

GOLDENROD OFFICE

1935 Daisy Street
Clearfield, PA 16830
T (814) 768-5200
F (814) 768-5206

DUBOIS OFFICE

91 Beaver Drive
DuBois, PA 15801
T (814) 371-1400
F (814) 371-2903

PHILIPSBURG OFFICE

19 Irwin Drive Extension
Philipsburg, PA 16866
T (814) 342-5750
F (814) 342-7321

EXHIBIT

HOMEOWNER'S NAME(S):	Emery G. Stephens
MAILING ADDRESS:	2789 Egypt Rd. Woodland, PA 16881-8820
LOAN ACCT. NO.:	507040
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	March 1, 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 525A, Woodland

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:

Principle Payment of \$1,311.05 + Interest Payment of \$353.41 = \$1,664.46

Other Charges (explain/itemize): Late Charges of \$87.42 + Credit Life Charges of \$140.01
TOTAL AMOUNT PAST DUE: \$1,891.89

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

HOW TO CURE THE DEFAULT --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,891.89, 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

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 you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE --- It is estimated that the earliest date that such a Sheriff's Sale of the 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:

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

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

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

M E L
Postage
Certified Fee

\$

Return Receipt Fee
(Endorsement Required)

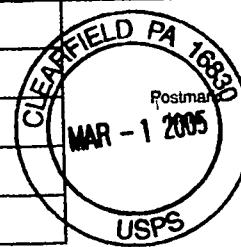
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Restricted Delivery Fee
(Endorsement Required)

\$

Total Postage & Fees

\$



Sent To **Emery G Stephens**
Street, Apt. No.;
or PO Box No.
City, State, ZIP+4

2789 Egypt Rd
Woodland PA 16881

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

M E L
Postage
Certified Fee

\$

Return Receipt Fee
(Endorsement Required)

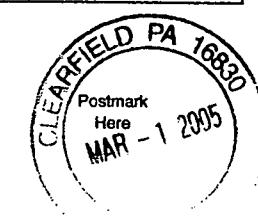
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Restricted Delivery Fee
(Endorsement Required)

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Total Postage & Fees

\$



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Street, Apt. No.;
or PO Box No.
City, State, ZIP+4

2789 Egypt Rd
Woodland PA 16881

PS Form 3800, June 2002

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

M E L
Postage
Certified Fee

\$

Return Receipt Fee
(Endorsement Required)

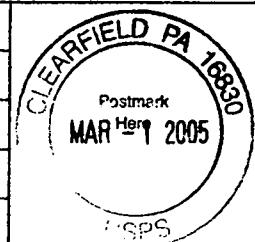
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Restricted Delivery Fee
(Endorsement Required)

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Total Postage & Fees

\$



Sent To **Emery G Stephens**
Street, Apt. No.;
or PO Box No.
City, State, ZIP+4

2789 Egypt Rd
Woodland PA 16881

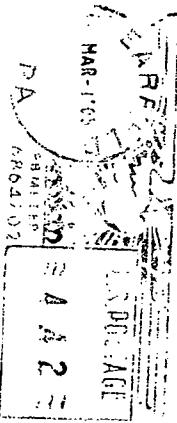
PS Form 3800, June 2002

See Reverse for Instructions

CLEARFIELD BANK
&
TRUST COMPANY

11 N. Second Street
PO Box 171
Clearfield, PA 16830
Address Service Requested

7004 0550 0000 7173 0351



**RETURN RECEIPT
REQUESTED**

CERTIFIED MAIL

Emery G. Stephens
2789 Egypt Rd.
Woodland, PA 16881-8820

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A INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN
 NO SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
 UNABLE TO FORWARD

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RTS
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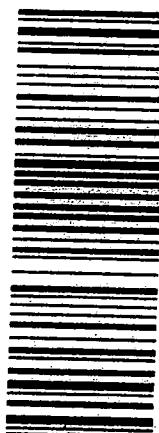
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CERTIFIED MAIL

CLEARFIELD BANK
&
TRUST COMPANY

11 N. Second Street
PO Box 171
Clearfield, PA 16830
Address Service Requested

7004 0550 0000 7173 0351



**RETURN RECEIPT
REQUESTED**

CERTIFIED MAIL

Emery G. Stephens
2789 Egypt Rd.
Woodland, PA 16881-8820

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U.S. POSTAGE
PAID
CLEARFIELD, PA
MAR 16830
AMOUNT 05

INSUFFICIENT ADDRESS
 ATTEMPTED NOT KNOWN
 NO SUCH NUMBER/ STREET
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RTS
RETURN TO SENDER

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Certificate of
Mailing

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Mailing.

John
CLEARFIELD BANK
TRUST COMPANY

11 N. Second Street
PO Box 171
Clearfield, PA 16830
Address Service Requested

7004 0550 0000 7173 0344



CERTIFIED MAIL

20130



U.S. POSTAGE

CLRFIELD, PA
16830
MAR 1 '05

U.S. POSTAGE
CLRFIELD, PA
16830
MAR 01 '05
AMOUNT

**RETURN RECEIPT
REQUESTED**

CERTIFIED

UNITED STATES
POSTAL SERVICE

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CLRFIELD, PA
16830
MAR 01 '05
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ATTEMPTED NOT KNOWN
NO SUCH NUMBER/STREET
NOT DELIVERABLE AS ADDRESSED

RTS
RETURN TO SENDER

3-2

enveloped

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From: **U.D. BANK & TRUST COMPANY**
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

Emery G. Stephens
2789 Egypt Rd
Woodland PA 16881

PS Form 3817, January 2001



U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

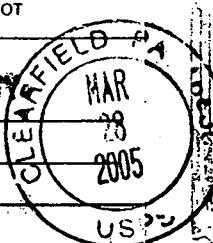
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE-POSTMASTER

Received From: **U.D. BANK & TRUST COMPANY**
11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

Emery G. Stephens
2789 Egypt Rd
Woodland PA 16881

PS Form 3817, January 2001



U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

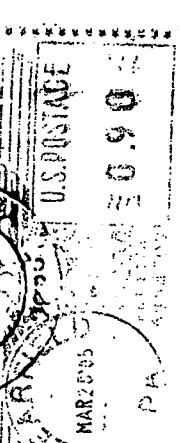
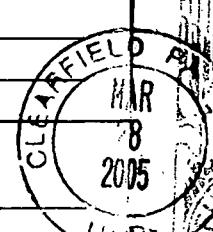
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
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11 NORTH SECOND STREET
P. O. BOX 171
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

Emery G. Stephens
2789 Egypt Rd.
Woodland, PA 16881

PS Form 3817, January 2001



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*
Louis Cynkar, Vice President
Lending Division Manager

Date: 2/15/06

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

FILED *Atty pd.*
M 12:50 PM 2006
MAY 24 2006 ICCA Notice
to Def.

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

CLEARFIELD BANK AND TRUST
COMPANY,

: No. 06-248-CD

Plaintiff
vs.

:
: Type of Pleading: PRAECIPE FOR
: ENTRY OF DEFAULT JUDGMENT

EMERY G. STEPHENS

: Filed on Behalf of: Plaintiff

Defendant

: 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-NINE THOUSAND TWO HUNDRED TWENTY-THREE AND 10/100 (\$29,223.10) DOLLARS** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Alan F. Kirk

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 Defendant, 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.

Alan F. Kirk

Date: *May 22, 2006*

Alan F. Kirk, Esquire
Attorney for Plaintiff

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:

Mr. Emery G. Stephens
2789 Egypt Road
Woodland, PA 16081

2. Article Number

(Transfer from service label)

7004 0550 0000 5240 1874

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Melanie L. Stephens Agent Addressee

B. Received by (Printed Name)

Melanie L. Stephens *6/5/01* C. Date of Delivery

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2505

U.S. Postal Service™**CERTIFIED MAIL™ RECEIPT**

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com**OFFICIAL USE**

5240 0000 0000 1874

Postage	\$.39
Certified Fee	\$.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$.00
Total Postage & Fees	\$ 4.64

Sent To

Street, Apt. No.;

or PO Box No.

City, State, ZIP+4

Mr. Emery G. Stephens
2789 Egypt Road
Woodland, PA 16081

PS Form 3800, June 2002

See Reverse for Instructions



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

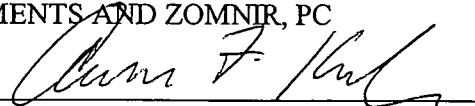
CLEARFIELD BANK AND TRUST : No. 06-248-CD
COMPANY, :
Plaintiff :
: Type of Pleading: 10 Day Notice
: Filed on Behalf of: Plaintiff
EMERY G. STEPHENS :
: Defendant :
: Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 328 Innovation Boulevard, Suite 200
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051- Fax
: Email: akirk@bccz.com

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:

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

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

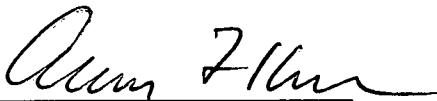
CLEARFIELD BANK AND TRUST : No. 06-248-CD
COMPANY, :
Plaintiff :
vs. :
: Filed on Behalf of: Plaintiff
EMERY G. STEPHENS :
: :
Defendant :
: Counsel of Record for this Party:
: BABST, CALLAND, CLEMENTS AND
: ZOMNIR, PC.
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 328 Innovation Boulevard, Suite 200
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051

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. 06-248-CD** in the principal amount
of **\$29,223.10** together with interest and costs of suit.

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

Dated: *May 22, 2006*



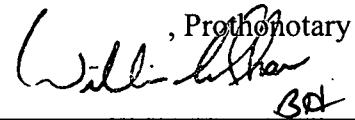
Alan F. Kirk, Esquire
Attorney for the Plaintiff
328 Innovation Boulevard, Suite 200
State College, PA 16803

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST : No. 06-248-CD
COMPANY, :
Plaintiff :
: :
vs. : Filed on Behalf of: Plaintiff
EMERY G. STEPHENS :
: :
Defendant :
: 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

TO: **Mr. Emery G. Stephens**
2789 Egypt Road
Woodland, PA 16881

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$29,223.10 on May 24, 2006.


Willithan, Prothonotary
Bd

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

Clearfield Bank and Trust Company
Plaintiff(s)

No.: 2006-00248-CD

Real Debt: \$29,223.10

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Emery G. Stephens
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. 06-248-CD
COMPANY, :
Plaintiff :
: Type of Pleading: WRIT OF EXECUTION vs.
: Filed on Behalf of: Plaintiff
EMERY G. STEPHENS :
Defendant :
: 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

FILED *acc*
M 11/24/06 Shf
JUL 14 2006 w/levents
with prop.
William A. Shaw
Prothonotary/Clerk of Courts
descri.
Atty pd.
J 20.00
④

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$29,223.10**

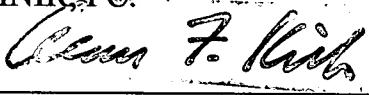
Plus continuing interest on the principal balance from **May 22, 2006**, plus costs.

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.



Alan F. Kirk, Esquire
Attorney for Plaintiff

Dated: **June 26, 2006**

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

CLEARFIELD BANK AND TRUST : No. 06-248-CD
COMPANY, :
Plaintiff :
vs. : Type of Pleading: WRIT OF EXECUTION
EMERY G. STEPHENS :
: Filed on Behalf of: Plaintiff
Defendant :
: 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

WRIT OF EXECUTION
NOTICE

**TO: Ms. Emery G. Stephens
2789 Egypt Road
Woodland, PA 16881**

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

CLAIM FOR EXEMPTION

To the Sheriff of Clearfield County:

We, the above named Defendant, **EMERY G. STEPHENS**, 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 thirdparty, 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 Praeclipe for Writ of Execution was filed, the following information concerning the real property located in the Township of Bradford, 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. Emery G. Stephens
2789 Egypt Road
Woodland, PA 16881**

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

**Mr. Emery G. Stephens
2789 Egypt Road
Woodland, PA 16881**

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**

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**

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:

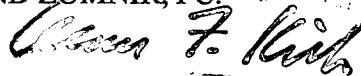
**Clearfield County Tax Claim Bureau
Clearfield, PA 16830**

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 : No. 06-248-CD
COMPANY, :
Plaintiff :
: vs.
EMERY G. STEPHENS :
: Filed on Behalf of: Plaintiff
Defendant :
: 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

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

tables

1396 pg 324
WARRANTY DEED - 1990

PLAISANCE CO. WILLIAMSPORT, PA.

County Parcel No. _____

This Deed,

MADE the 7/16 day of May

in the year nineteen hundred and ninety-one (1991)

BETWEEN DONALD L. GIBSON and CAROL L. GIBSON, Husband and Wife, of Glen Richey, Clearfield County, Pennsylvania, parties of the first part, hereinafter referred to as Grantors,

A

N

D

EMERY G. STEPHENS, Single, of General Delivery, Mineral Springs, Pennsylvania, 16855, party of the second part, hereinafter referred to as Grantee,

WITNESSETH, That in consideration of Two Thousand (\$2,000)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee his heirs and assigns,

ALL that certain tract or parcel of land situate in the Township of Bradford, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce H. Graham; thence by the line of the said Church property north seventy-eight (78) degrees, thirty-eight (38) minutes east for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number T-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road south eleven (11) degrees forty (40) minutes east for a distance of two hundred eighty-eight and five tenths (288.5) feet to a point on the said road; thence by line of land of Bruce R. Graham south eighty (80) degrees forty-seven (47) minutes west for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham, north four (4) degrees zero (00) minutes west for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

RESERVING therefrom as set forth in prior deeds all the minerals, including coal, clay, gas, oil and all other minerals of whatever nature, with the right of ingress, egress and regress for the purpose of mining, drilling, storing and removing said minerals, with the right to build roads, drifts, rigs, storage facilities and any other structure or facility for the proper mining, drilling and transporting said minerals without liability for damages to the surface thereof.

BEING the same premises conveyed to Donald L. Gibson and Carol L. Gibson, his

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

Clearfield Bank and Trust Company

Vs.

NO.: 2006-00248-CD

Emery G. Stephens

CC: Y

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from EMERY G. STEPHENS, 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: **\$29,223.10**
INTEREST: continuing interest on the principal
balance from May 22, 2006
ATTY'S COMM: \$
DATE: 07/14/2006

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

Tables

1396 PMX 324
WARRANTY DEED - 1991

PLAISANCE CO. WILLIAMSPORT, PA.

County Parcel No. _____

This Deed,

MADE the 7th day of May

in the year nineteen hundred and ninety-one (1991)

BETWEEN DONALD L. GIBSON and CAROL L. GIBSON, Husband and Wife, of Glen Richey, Clearfield County, Pennsylvania, parties of the first part, hereinafter referred to as Grantors,

A
N
D

EMERY G. STEPHENS, Single, of General Delivery, Mineral Springs, Pennsylvania, 16855, party of the second part, hereinafter referred to as Grantee,

WITNESSETH, That in consideration of Two Thousand (\$2,000)

in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant and convey to the said grantee his heirs and assigns,

ALL that certain tract or parcel of land situate in the Township of Bradford, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce R. Graham; thence by the line of the said Church property north seventy-eight (78) degrees, thirty-eight (38) minutes east for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number I-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road south eleven (11) degrees forty (40) minutes east for a distance of two hundred eighty-eight and five tenths (268.5) feet to a point on the said road; thence by line of land of Bruce R. Graham south eighty (80) degrees forty-seven (47) minutes west for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham, north four (4) degrees zero (00) minutes west for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

RESERVING therefrom as set forth in prior deeds all the minerals, including coal, clay, gas, oil and all other minerals of whatever nature, with the right of ingress, egress and regress for the purpose of mining, drilling, storing and removing said minerals, with the right to build roads, drifts, rigs, storage facilities and any other structure or facility for the proper mining, drilling and transporting said minerals without liability for damages to the surface thereof.

BEING the same premises conveyed to Donald L. Gibson and Carol L. Gibson, his

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

FILED NO CC
M 11/19/2006
SEP 08 2006
JN
William A. Shaw
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST
COMPANY,

No. 06-248-CD

Plaintiff

vs.

EMERY G. STEPHENS

Defendant

Type of Pleading: AFFIDAVIT OF
SERVICE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE

Supreme Court # 36893

Babst, Calland, Clements and Zomnir, P.C.

328 Innovation Boulevard, Suite #200

State College, PA 16803

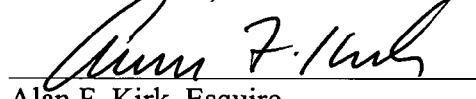
(814) 867.8055

AFFIDAVIT OF SERVICE

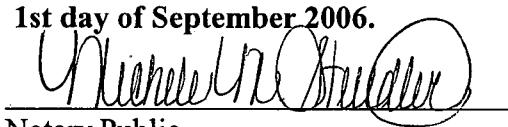
I, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., attorney for the Plaintiff in the within matter, hereby certify that on the 1st day of September 2006, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

BABST, CALLAND, CLEMENTS
AND ZOMNIR, P.C.

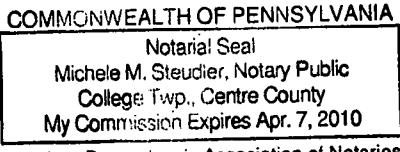

Alan F. Kirk, Esquire

Sworn to and subscribed before me this
1st day of September 2006.



Michele M. Steudler

Notary Public



Member, Pennsylvania Association of Notaries

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 06-248-CD

Plaintiff

v.

EMERY G. STEPHENS

Defendant

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

DATE: **October 6, 2006**

TO: **All Parties in Interest And Claimants**

OWNER(S): **Emery G. Stephens**

PROPERTY: **RR1, Box 525A, Woodland, PA**

The above-captioned property is scheduled to be sold at the **Clearfield County Sheriff Sale on October 6, 2006, at 10:00 a.m. in the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania.** Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER

CHIEF DEPUTY

MARILYN HAMM

DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

BABST, CALLAND, CLEMENTS AND ZOMNIR,
PC
328 INNOVATION BOULEVARD, SUITE 200
STATE COLLEGE, PA 16803

August 03, 2006

RE: CLEARFIELD BANK AND TRUST COMPANY

vs.

EMERY G. STEPHENS

NO 06-248-CD

Dear ALAN F. KIRK, ESQ.:

This is notice that a Sheriff Sale has been set in the above mentioned execution for Friday, October 6, 2006 at 10:00 A.M. in our office.

You must have a representative present at the sale or it will be returned as abandoned. If you have any questions, please feel free to call me at 814-765-2641, ext. 1361. Thank you.

Sincerely,

Cynthia Butler-Aughenbaugh
Cynthia Butler-Aughenbaugh
Office Manager

Enclosure

RECEIVED AUG 08 2006

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

No. 06-248-CD

Plaintiff

vs.

EMERY G. STEPHENS

Defendant

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

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 CLEARFIELD COUNTY COURTHOUSE, 1 N. SECOND ST, GLFD, PA on FRIDAY, OCTOBER 6, 2006 at 10:00 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

ALL that certain piece tract or parcel of land situate in the Township of Bradford, County of Clearfield County, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce H. Graham; thence by the line of the said Church property North seventy-eight (78) degrees thirty-eight (38) minutes East for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number T-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road South eleven (11) degrees forty (40) minutes East for a distance of two hundred eighty-eight and five tenths (288.5) feet to a point on the said road; thence by line of land of Bruce R. Graham South eighty (80) degrees forty-seven (47) minutes West for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham North four (4) degrees zero (00) minutes West for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

BEING the same premises as were conveyed to Emery G. Stephens, single, by Deed of Donald L. Gibson and Carol L. Gibson, husband and wife, dated May 7, 1991 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1396, Page 324.

SEIZED, taken in execution to be sold as the property of EMERY G. STEPHENS, at the suit of CLEARFIELD BANK AND TURST COMPANY. JUDGMENT NO. 06-248-CD

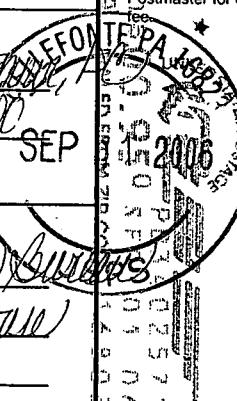
U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:

Babst, Calland, Clements + Fidell
348 Innovation Blvd Ste. 600
State College, PA 16803



One piece of ordinary mail addressed to:

Clearfield County Tax Claim Bureau
Clearfield County Courthouse
130 E. Market Street
Clearfield, PA 16830

PS Form 3817, January 2001

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$	16803
Certified Fee	\$1.70	Postmark
Return Receipt Fee (Endorsement Required)	1.70	01 SEP 2006
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.60	USPS
Sent To:		Mr. Enry J. Stiles
Street, Apt. No.; or PO Box No.		1789 Egypt Road
City, State, ZIP+4		Woolland, PA 16881

PS Form 3800, June 2002

See Reverse for Instructions

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:

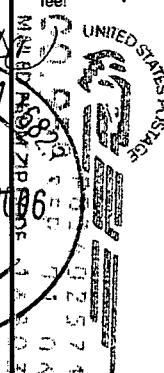
Babst, Calland, Clements + Fidell
348 Innovation Blvd. 16803
State College, PA 16803

SEP 01 2006

One piece of ordinary mail addressed to:

Mr. Enry J. Stiles
1789 Egypt Road
Woolland, PA 16881

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.



PS Form 3817, January 2001

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:

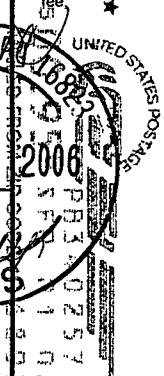
Babst, Calland, Clements + Fidell
348 Innovation Blvd. Ste. 600
State College, PA 16803

SEP 01 2006

One piece of ordinary mail addressed to:

Clearfield Bank + Trust Co.
11 N. Second St. P.O. Box 171
Clearfield, PA 16830

Affix fee here in stamps
or meter postage and
post mark. Inquire of
Postmaster for current
fee.



PS Form 3817, January 2001

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 04-323-CD

Plaintiff

Type of Pleading: AFFIDAVIT

EMERY G. STEPHENS

Defendant

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

ALAN F. KIRK, ESQUIRE

Supreme Court # 36893

Babst, Calland, Clements and Zomnir, P.C.

328 Innovation Boulevard, Suite #200

State College, PA 16803

(814) 867.8055

AFFIDAVIT PURSUANT TO RULE 3129

I, ALAN F. KIRK, ESQUIRE, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located in the *Township of Bradford, Clearfield County, Pennsylvania*, a copy of the description of said property is attached hereto and marked Exhibit "A".

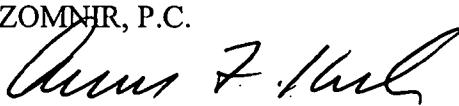
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date:

8/31/04

BABST, CALLAND, CLEMENTS
AND ZOMNIR, P.C.

By


Alan F. Kirk, Esquire
Attorney for Plaintiff

LEGAL DESCRIPTION - EXHIBIT 'A'

ALL that certain piece tract or parcel of land situate in the Township of Bradford, County of Clearfield County, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce H. Graham; thence by the line of the said Church property North seventy-eight (78) degrees thirty-eight (38) minutes East for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number T-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road South eleven (11) degrees forty (40) minutes East for a distance of two hundred eighty-eight and five tenths (288.5) feet to a point on the said road; thence by line of land of Bruce R. Graham South eighty (80) degrees forty-seven (47) minutes West for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham North four (4) degrees zero (00) minutes West for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

BEING the same premises as were conveyed to Emery G. Stephens, single, by Deed of Donald L. Gibson and Carol L. Gibson, husband and wife, dated May 7, 1991 and entered for record in the Recorder's Office of Clearfield County to Deeds & Records Book Volume 1396, Page 324.

SEIZED, taken in execution to be sold as the property of EMERY G. STEPHENS, at the suit of CLEARFIELD BANK AND TURST COMPANY. JUDGMENT NO. 06-248-CD

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., of Babst, Calland, Clements and Zomnir, P.C., set forth as of the date of the Praeclipe for Writ of Execution was filed, the following information concerning the real property located in the *Township of Bradford, County of Clearfield, Pennsylvania*, bounded and described on Exhibit "A" attached hereto.

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

*Mr. Emery G. Stephens
2789 Egypt Road
Woodland, PA 16881*

2. The name and address of the Defendant in judgment is as follows:

*Mr. Emery G. Stephens
2789 Egypt Road
Woodland, PA 16881*

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*

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*

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 County Courthouse
230 E. Market Street
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: *September 1, 2006*



Alan F. Kirk, Esquire
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20397
NO: 06-248-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

VS.

DEFENDANT: EMERY G. STEPHENS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 07/14/2006

LEVY TAKEN 08/07/2006 @ 1:28 PM

POSTED 08/07/2006 @ 1:28 PM

SALE HELD 10/06/2006

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$40,000.00 PLUS COSTS

WRIT RETURNED 11/17/2006

DATE DEED FILED 11/17/2006

PROPERTY ADDRESS 2789 EGYPT ROAD WOODLAND , PA 16881

SERVICES

08/08/2006 @ 10:42 AM SERVED EMERY G. STEPHENS

SERVED EMERY G. STEPHENS, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE, 1 N. SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO EMERY G. STEPHENS

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

@ SERVED

FILED
08/08/2006
NOV 17 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20397
NO: 06-248-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: EMERY G. STEPHENS

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$993.58

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2006

Chester Hawkins
by Cynthia M. Bittel, Archivist
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.: 2006-00248-CD

Emery G. Stephens

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from EMERY G. STEPHENS, 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:

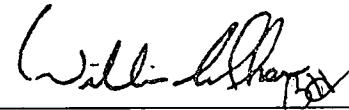
Garnishee(s) as follows:

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: **\$29,223.10**
INTEREST: continuing interest on the principal
balance from May 22, 2006
ATTY'S COMM: \$
DATE: 07/14/2006

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



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 14th day
of July A.D. 2006
At 3:00 A.M./P.M.

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

Chesler A. Haubens
Sheriff by Cynthia Butler-Coughland

EXHIBIT

1396 m² 324

WARRANTY DEED - 1991

PLAISER & HORN CO. WILLIAMSPORT, PA.

Crescy Forest No. _____

This Deed,

MADE the 7th day of May

in the year nineteen hundred and ninety-one (1991)

BETWEEN DONALD L. GIBSON and CAROL L. GIBSON, Husband and Wife, of Glen Richey, Clearfield County, Pennsylvania, parties of the first part, hereinafter referred to as Grantors,

A

N

D

EMERY G. STEPHENS, Single, of General Delivery, Mineral Springs, Pennsylvania, 16855, party of the second part, hereinafter referred to as Grantee,

WITNESSETH, That in consideration of Two Thousand (\$2,000)

Dollars,
in hand paid, the receipt whereof is hereby acknowledged, the said grantors do hereby grant
and convey to the said grantee his heirs and assigns,

ALL that certain tract or parcel of land situate in the Township of Bradford, County of Clearfield, and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the property of the Christian and Missionary Alliance Church, and also corner of land of Bruce R. Graham; thence by the line of the said Church property north seventy-eight (78) degrees, thirty-eight (38) minutes east for a distance of one hundred thirty (130.0) feet, and passing through an iron pin six (6) feet from the edge of the road, to a point on the edge of the road, Township Route Number T-613 and near a highway ditch and cross drain; thence by the edge of the aforementioned road south eleven (11) degrees forty (40) minutes east for a distance of two hundred eighty-eight and five tenths (288.5) feet to a point on the said road; thence by line of land of Bruce R. Graham south eighty (80) degrees forty-seven (47) minutes west for a distance of one hundred sixty-eight and three tenths (168.3) feet to a corner of Bruce R. Graham; thence still by land of the said Bruce R. Graham, north four (4) degrees zero (00) minutes west for a distance of two hundred eighty-four and six tenths (284.6) feet to an iron pin corner and place of beginning. Containing 0.985 acres.

RESERVING therefrom as set forth in prior deeds all the minerals, including coal, clay, gas, oil and all other minerals of whatever nature, with the right of ingress, egress and regress for the purpose of mining, drilling, storing and removing said minerals, with the right to build roads, drifts, rigs, storage facilities and any other structure or facility for the proper mining, drilling and transporting said minerals without liability for damages to the surface thereof.

BEING the same premises conveyed to Donald L. Gibson and Carol L. Gibson, his

LEGAL DESCRIPTION - EXHIBIT 'A'

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**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME EMERY G. STEPHENS NO. 06-248-CD

NOW, November 17, 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 Emery G. Stephens 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 \$40,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS;

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR SERVICE	15.00	DEBT-AMOUNT DUE	29,223.10
MILEAGE	15.00	INTEREST @ %	0.00
LEVY	4.45	FROM TO 10/06/2006	
MILEAGE	15.00		
POSTING	4.45	PROTH SATISFACTION	
CSDS	15.00	LATE CHARGES AND FEES	
COMMISSION	10.00	COST OF SUIT-TO BE ADDED	
POSTAGE	800.00	FORECLOSURE FEES	
HANDBILLS	4.68	ATTORNEY COMMISSION	
DISTRIBUTION	15.00	REFUND OF ADVANCE	
ADVERTISING	25.00	REFUND OF SURCHARGE	20.00
ADD'L SERVICE	15.00	SATISFACTION FEE	
DEED	30.00	ESCROW DEFICIENCY	
ADD'L POSTING		PROPERTY INSPECTIONS	
ADD'L MILEAGE		INTEREST	
ADD'L LEVY		MISCELLANEOUS	
BID AMOUNT	40,000.00	TOTAL DEBT AND INTEREST	\$29,243.10
RETURNS/DEPUTIZE			
COPIES	15.00	COSTS:	
	5.00	ADVERTISING	413.62
BILLING/PHONE/FAX	5.00	TAXES - COLLECTOR	1,357.53
CONTINUED SALES		TAXES - TAX CLAIM	5,394.78
MISCELLANEOUS		DUE	
TOTAL SHERIFF COSTS	\$993.58	LIEN SEARCH	100.00
DEED COSTS:		ACKNOWLEDGEMENT	5.00
ACKNOWLEDGEMENT	5.00	DEED COSTS	28.50
REGISTER & RECORDER	28.50	SHERIFF COSTS	993.58
TRANSFER TAX 2%	0.00	LEGAL JOURNAL COSTS	198.00
TOTAL DEED COSTS	\$28.50	PROTHONOTARY	125.00
		MORTGAGE SEARCH	40.00
		MUNICIPAL LIEN	
		TOTAL COSTS	\$8,656.01

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