

06-249-CD
Clearfield B&T vs Samuel J. Unch

Clfd Bank & Trust vs Samuel Unch
2006-249-CD

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

CLEARFIELD BANK AND TRUST
COMPANY,
Plaintiff

vs.

SAMUEL J. UNCH
Defendant

No. 06-249-CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

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

NOTICE TO DEFEND

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

FILED 3 CC P/H
01/10/35/67
FEB 16 2006
Any pd 85.00
William A. Shaw
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No.
	:	
Plaintiff	:	
	:	Type of Pleading: COMPLAINTvs. :
	:	
	:	Filed on Behalf of: Plaintiff
SAMUEL J. UNCH	:	
	:	
Defendant	:	
	:	<u>Counsel of Record for this Party:</u>
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055
	:	(814) 867.8051- Fax
	:	Email: akirk@bccz.com

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 SAMUEL J. UNCH, with a property address of 709 Maxwell Street, Clearfield, Pennsylvania 16830 and a mailing address of 515 Elm Avenue, Clearfield County, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated February 15, 1994, in the principal amount of \$36,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1587, Page 280 on February 15, 1994.

4. The said Mortgage is and contains a lien against two certain tracts of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, known as Lots 20 and 21 in the plan of Snyder Terrace, 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 \$36,000.00 as set forth in Promissory Note dated February 15, 1994. 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 December 6, 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	\$ 23,709.64
(b)	Interest per diem of 5.48193 from 1/19/06 to 1/23/06	\$ 1,260.86
(c)	Late Charges	\$ 97.20
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,370.96</u>

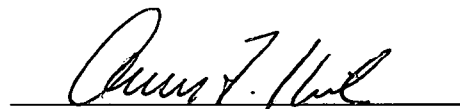
FINAL TOTAL **\$27,467.16**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$27,467.16** plus interest at **9%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Date: **January 23, 2006**



Alan F. Kirk, Esquire
Attorney for Plaintiff

THIS MORTGAGE is made this 15th day of February, 19 94
between the Mortgagor SAMUEL J. UNCH, JR., of 709 Maxwell Street, Clearfield, PA (herein
"Borrower"), and the Mortgagee, CLEARFIELD BANK & TRUST COMPANY
a Corporation organized and existing under the laws of Pennsylvania, whose address is: _____
Clearfield, Pennsylvania 16830 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Six Thousand and 00/100 Dollars,
which indebtedness is evidenced by Borrower's note dated FEB 15TH 1994 (herein "Note"), providing for
monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

FEBRUARY 15TH 2014

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance
of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest
thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of

Clearfield, State of Pennsylvania:

ALL those two (2) certain lots or parcels of land situate in the Second Ward of the
Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots
Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the
Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22;
on the West by an alley; and on the North by Lot No. 19.
Each of said lots being one hundred thirty (130) feet in
depth and twenty-five (25) feet in width and all of them extending
from Maxwell Street on the east to an alley on the west, as
shown by the said plot of Snyder Terrace of record in
Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to
Samuel J. Unch, Jr. from Mark D. Michael and Mary Elizabeth
Michael by deed dated February 12, 1994 and recorded in the
Clearfield County Recorder's Office immediately prior to the
recording of this mortgage on February 15, 1994.

which has the address of 709 Maxwell Street Clearfield
(Street) (City)
Pennsylvania 16830 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances,
rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter
attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of
the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this
Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and
convey the Property, that the Property, is unencumbered, and that the Borrower will warrant and defend generally the title to the
Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions
to coverage in any title insurance policy insuring Lender's interest in the Property.

EXHIBIT

tabbles

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. Charges; Liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all

VOL 100 / PAGE 202
contrary to applicable law, in which case such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. **Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. **Successors and Assigns Bound; Joint and Several Liability; Caption.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. **Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. **Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. **Acceleration; Remedies.** Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this mortgage and the obligations secured hereby shall remain in full

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon Acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

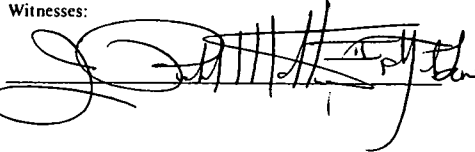
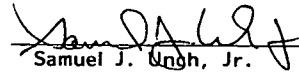
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

Samuel J. Unch, Jr.

-Borrower

-Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 15th day of February, 19 94, before me,

J. Richard Mattern II,

the undersigned officer, personally appeared

Samuel J. Unch, Jr.

known to me (or satisfactorily proven)

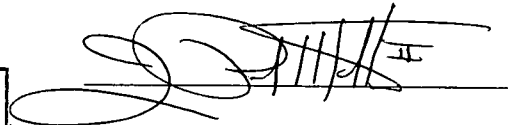
to be the person whose name is subscribed to the within instrument and acknowledged that

he executed the same for the purposes herein contained.

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

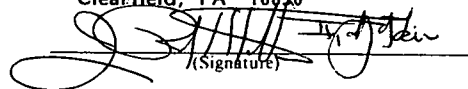


Notarial Seal
J. Richard Mattern II, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 13, 1996



Title of Officer

I hereby certify that the precise residence of the within Mortgagee is 11 North Second Street, P.O. Box 171,
Clearfield, PA 16830



(Signature)

(Space Below This Line Reserved For Lender and Recorder)

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



Karen L. Starch
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:52 A 2-15-94
BY Richard Mattern
FEES 13.50
Karen L. Starch, Recorder

This Indenture

Made the -----12th,----- day of-----FEBRUARY-----19 94 ,

Between MARK D. MICHAEL and MARY ELIZABETH MICHAEL, husband and wife,
of 1309 Parkview Drive, Clearfield, Clearfield County, Pennsylvania, GRANTORS,

parties of the first part and

SAMUEL J. UNCH, JR., of 709 Maxwell Street, Clearfield, Clearfield County,
Pennsylvania, GRANTEE,

party of the second part:

Witnesseth, that the said part les of the first part, in consideration of -----
TWENTY-NINE THOUSAND AND 00/100 (\$29,000.00)-----DOLLARS,

to them now paid by the said part Y of the second part, do grant, bargain, sell
and convey unto the said part Y of the second part, his heirs, executors---- and assigns,

All those two (2) certain lots or parcels of land situate in the Second Ward of the
Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots
Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the
Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22;
on the West by an alley; and on the North by Lot No. 19.
Each of said lots being one hundred thirty (130) feet in
depth and twenty-five (25) feet in width and all of them extending
from Maxwell Street on the east to an alley on the west, as
shown by the same plot of Snyder Terrace of record in
Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to
Mark D. Michael and Mary Elizabeth Michael from the Bennett and
Houser Funeral Home, Inc., a Pennsylvania Corporation, by deed
dated March 12, 1992 and recorded in the Clearfield County Recorder's
Office in Deed Book Vol. 827, Page 469, on March 15, 1992.

EXHIBIT

tabbles

B

NOTE

US \$ 36,000.00

February 15, 19 94

Clearfield
City

69656
Pennsylvania

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay _____

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830

, or order, the principal sum of

Thirty-Six Thousand (\$36,000.00) and 00/100----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of (9 %) percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of Three Hundred Twenty-Three and 90/100 Dollars (US \$

323.90-----) , on the 15TH day of each month beginning

March 15TH, 19 94. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

FEBRUARY 15TH, 2014

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five (5%) percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated February 15, 1994, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Samuel J. Unch, Jr.

709 Maxwell Street

Clearfield, PA 16830

Property Address

(Execute Original Only)

EXHIBIT

tabbies

HOMEOWNER'S NAME(S):	Samuel J. Unch
MAILING ADDRESS:	515 Elm Ave. Clearfield, PA 16830-2137
LOAN ACCT. NO.:	2069656
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	December 6, 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:

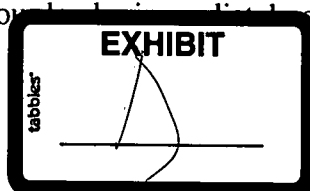
*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

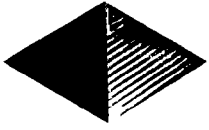
*** IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

*** 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 of your intentions.





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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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 709 Maxwell St., Clearfield, PA

IS SERIOUSLY IN DEFAULT because:

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

July, August, September, October and November Payments @ \$323.90 = \$1,619.50

Other Charges (explain/itemize): Late Charges of \$81.00

TOTAL AMOUNT PAST DUE: \$1,700.50

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 \$ 1,700.50, 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

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:

SAMUEL J. UNCH
515 ELM AVE
CLEARFIELD PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Sandra Williams ☐ Agent ☒ Addressee

B. Received by (Printed Name)

Sandra Williams **DEC 8 2005**

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. 7004 1350 0004 9671 5963

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7004 1350 0004 9671 5963

U.S. Postal Service™

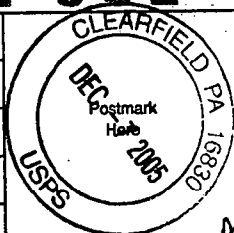
CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

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



Sent To

SAMUEL J. UNCH
Street, Apt. No.,
or PO Box No. *515 ELM AVE*
City, State, ZIP+4® *CLEARFIELD PA 16830*

PS Form 3800, June 2002

See Reverse for Instructions

VERIFICATION

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

CLEARFIELD BANK & TRUST COMPANY

By: 

Louis Cynkar, Vice President
Lending Division Manager

Date: 2/15/06

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101297**

CLEARFIELD BANK AND TRUST COMPANY

Case # 06-249-CD

VS.

SAMUEL J. UNCH

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SAMUEL J. UNCH, DEFENDANT. ATTEMPTED -- NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BCCZ	1168	10.00
SHERIFF HAWKINS	BCCZ	1168	18.39

Sworn to Before me This

_____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

FILED
019:4060
APR 18 2006
William A. Shaw
Prothonotary/Clerk of Courts

COPY

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SAMUEL J. UNCH

Defendant

No. 06-249-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

Attest.

William L. Shaw
Prothonotary/
Clerk of Courts

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No.	
	:		
Plaintiff	:		
	:	Type of Pleading: COMPLAINT	vs. :
	:		
	:	Filed on Behalf of: Plaintiff	
SAMUEL J. UNCH	:		
	:		
Defendant	:		
	:	<u>Counsel of Record for this Party:</u>	
	:	BABST, CALLAND, CLEMENTS AND	
	:	ZOMNIR, PC	
	:	ALAN F. KIRK, ESQUIRE	
	:	Supreme Court # 36893	
	:	328 Innovation Boulevard, Suite 200	
	:	State College, PA 16803	
	:	(814) 867.8055	
	:	(814) 867.8051- Fax	
	:	Email: akirk@bccz.com	

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 SAMUEL J. UNCH, with a property address of 709 Maxwell Street, Clearfield, Pennsylvania 16830 and a mailing address of 515 Elm Avenue, Clearfield County, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated February 15, 1994, in the principal amount of \$36,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1587, Page 280 on February 15, 1994.

4. The said Mortgage is and contains a lien against two certain tracts of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, known as Lots 20 and 21 in the plan of Snyder Terrace, 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 \$36,000.00 as set forth in Promissory Note dated February 15, 1994. 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 December 6, 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	\$ 23,709.64
(b)	Interest per diem of 5.48193 from 1/19/06 to 1/23/06	\$ 1,260.86
(c)	Late Charges	\$ 97.20
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,370.96</u>

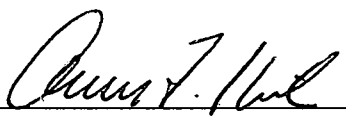
FINAL TOTAL **\$27,467.16**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$27,467.16** plus interest at **9%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Date: **January 23, 2006**



Alan F. Kirk, Esquire
Attorney for Plaintiff

THIS MORTGAGE is made this 15th day of February, 19 94between the Mortgagor SAMUEL J. UNCH, JR., of 709 Maxwell Street, Clearfield, PA (herein"Borrower"), and the Mortgagee, CLEARFIELD BANK & TRUST COMPANY

a Corporation organized and existing under the laws of Pennsylvania, whose address is: _____

Clearfield, Pennsylvania 16830

(herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Six Thousand and 00/100 Dollars, which indebtedness is evidenced by Borrower's note dated FEB 15TH 1994 (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

FEBRUARY 15TH 2014

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

Clearfield

, State of Pennsylvania:

ALL those two (2) certain lots or parcels of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22; on the West by an alley; and on the North by Lot No. 19. Each of said lots being one hundred thirty (130) feet in depth and twenty-five (25) feet in width and all of them extending from Maxwell Street on the east to an alley on the west, as shown by the said plot of Snyder Terrace of record in Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to Samuel J. Unch, Jr. from Mark D. Michael and Mary Elizabeth Michael by deed dated February 12, 1994 and recorded in the Clearfield County Recorder's Office immediately prior to the recording of this mortgage on February 15, 1994.

which has the address of 709 Maxwell Street Clearfield
(Street) (City)
Pennsylvania 16830 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property, is unencumbered, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

EXHIBIT

tabbles

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all

contrary to applicable law, in which case such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Caption. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this mortgage and the obligations secured hereby shall remain in full

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon Acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

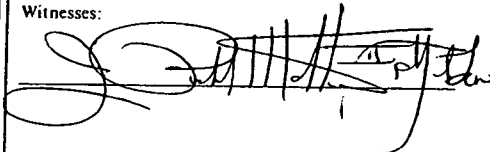
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

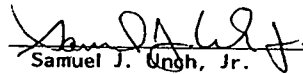
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:




Samuel J. Unch, Jr.

-Borrower

-Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 15th day of February, 19 94, before me,

J. Richard Mattern II, the undersigned officer, personally appeared

Samuel J. Unch, Jr. known to me (or satisfactorily proven)

to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

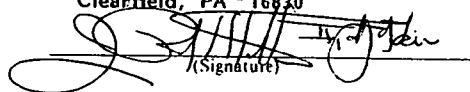


Notarial Seal
J. Richard Mattern II, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 13, 1998



Title of Officer

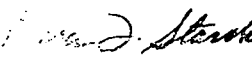
I hereby certify that the precise residence of the within Mortgagee is 11 North Second Street, P.O. Box 171
Clearfield, PA - 16830


(Signature)

(Space Below This Line Reserved For Lender and Recorder)

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




Karen L. Starch
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:51 A.M. 2-15-94
BY Richard Mattern
FEES 13.50
Karen L. Starch, Recorder

This Indenture

Made the -----12th.----- day of-----FEBRUARY-----19 94 ,

Between MARK D. MICHAEL and MARY ELIZABETH MICHAEL, husband and wife,
of 1309 Parkview Drive, Clearfield, Clearfield County, Pennsylvania, GRANTORS,

parties of the first part and
SAMUEL J. UNCH, JR., of 709 Maxwell Street, Clearfield, Clearfield County,
Pennsylvania, GRANTEE,

party of the second part:

Witnesseth, that the said parties of the first part, in consideration of -----
TWENTY-NINE THOUSAND AND 00/100 (\$29,000.00)-----DOLLARS.

to them now paid by the said party of the second part, do grant, bargain, sell
and convey unto the said party of the second part, his heirs, executors---- and assigns,

All those two (2) certain lots or parcels of land situate in the Second Ward of the
Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots
Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the
Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22;
on the West by an alley; and on the North by Lot No. 19.
Each of said lots being one hundred thirty (130) feet in
depth and twenty-five (25) feet in width and all of them extending
from Maxwell Street on the east to an alley on the west, as
shown by the same plot of Snyder Terrace of record in
Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to
Mark D. Michael and Mary Elizabeth Michael from the Bennett and
Houser Funeral Home, Inc., a Pennsylvania Corporation, by deed
dated March 12, 1992 and recorded in the Clearfield County Recorder's
Office in Deed Book Vol. 827, Page 469, on March 15, 1982.

EXHIBIT

tabbies

NOTE

US \$ 36,000.00

February 15, 19 94

Clearfield
City

69656
Pennsylvania

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay _____

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830

_____, or order, the principal sum of
Thirty-Six Thousand (\$36,000.00) and 00/100----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of (9 %) percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in

consecutive monthly installments of Three Hundred Twenty-Three and 90/100 Dollars (US \$

323.90-----) , on the 15TH day of each month beginning

March 15TH, 19 94. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

FEBRUARY 15TH, 2014

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five (5%) percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated February 15, 1994, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Samuel J. Unch, Jr.

709 Maxwell Street

Clearfield, PA 16830

Property Address

(Execute Original Only)

PENNSYLVANIA - 1 to 4 Family-6, 79-FNMA, FHLMC Uniform Instrument

EXHIBIT

tabbies

MUTUAL NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the date specified on the signature page hereof between **EPOCH COMPOSITE PRODUCTS, INC.**, a Missouri corporation ("EPOCH") and the undersigned corporation, company or individual identified on the signature page hereof (the "Contractor").

WITNESSETH

WHEREAS, Contractor desires to provide certain services and/or supply certain products to EPOCH, in consideration for which Contractor will be compensated by EPOCH, pursuant to a separate contractual arrangement between the parties; and

WHEREAS, in the course of analyzing EPOCH products for the purpose of determining if Contractor can provide substitute or alternative components or services, the parties have exchanged or may continue to be exposed to or otherwise receive certain Confidential Information (as defined herein); and

WHEREAS, as a mutual inducement to mutually provide Confidential Information (as defined herein) and allow Contractor the opportunity to propose Contractor's services and/or products and/or suggestions to introduce modifications in respective products, or processes, the parties have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the above premises, the mutual agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information.** As used in this Agreement, "Confidential Information" shall mean any and all technology, know-how, confidential or proprietary information and trade secrets (including any and all embodiments thereof) of the disclosing party, including but not limited to:

- a. The technology and procedures related to the processing of the products of the disclosing party;
- b. Any confidential or proprietary information relating to the formulation of the products of the disclosing party or relating to other products manufactured by the disclosing party, that is owned, licensed, developed or controlled by the disclosing party or its affiliates, or in which it or its affiliates otherwise have rights;
- c. The specifications of, and any other information related to, any new products or services under development by the disclosing party including but not limited to the existence, possibility or consideration of such new products or services;
- d. The source of supply for materials used by the disclosing party, the quality, formulation, prices, usage of those materials and other vendor and supplier lists and agreements; and
- e. Any and all other confidential or proprietary information relating to computer systems, computer programs, and related data, diagrams, drawings, blueprints, descriptions, specifications, research, confidential inventions, engineering data, test procedures and results, machinery, equipment, manufacturing processes, discoveries, ideas, concepts, designs, techniques, models, purchasing, financial and accounting information, engineering, marketing, merchandising, selling, servicing, and general business methods, owned, developed or used by the disclosing party, or obtained by the disclosing party from third parties, in connection with its current or future business.

2. **Confidentiality and Non-Use.** The receiving party shall treat all Confidential Information disclosed, supplied to it or to which it is otherwise exposed as confidential and shall cause, instruct and oblige its directors, officers, employees and agents and any other person acting in concert with it or on its behalf and having access to such Confidential Information to keep the same in confidence. The receiving party shall not, at any time, in any way, directly or indirectly, (i) communicate, disclose, or disseminate Confidential Information, including without limitation the fact that Confidential Information has been made available to the receiving party by the disclosing party, nor (ii) aid anyone else in such communication, disclosure or dissemination, nor (iii) use, nor aid anyone else in using, Confidential Information, nor (iv) copy, replicate, imitate, or reverse engineer any products of the disclosing party utilizing any of the Confidential Information, without the prior express written consent of the President or other authorized officer if Contractor is the disclosing party or the President if EPOCH is the disclosing party; *provided, however*, that the receiving party's obligation of secrecy and non-use under this Agreement shall not apply to:

- a. Information that at the time of the disclosure by the disclosing party to the receiving party is in the public domain;
- b. Information that, after disclosure by the disclosing party to the receiving party, becomes part of the public domain through an authorized source other than the receiving party and without the fault of the receiving party; and
- c. Information that the receiving party can show by written records was in the receiving party's possession prior to the disclosure by the disclosing party to the receiving party and was not acquired, directly or indirectly, from the disclosing party.
- d. Information that the receiving party can demonstrate was developed independently of and subsequent to disclosure under this Agreement.

e. Information which receiving party can demonstrate it obtained, subsequently to disclosure under this Agreement, from a third party without any obligation of confidentiality or limitation of use and which receiving party had no actual knowledge was wrongfully obtained or disclosed by the third party.

3. **Proprietary Rights.** The receiving party acknowledges that the Confidential Information, and all developments, improvements, applications and derivations thereof is the property and trade secret of the disclosing party. In the event that the receiving party develops, obtains, or acquires, directly or indirectly, any rights in any of the Confidential Information or in any trademark or other intellectual property of the disclosing party, then the receiving party shall (i) promptly disclose all such rights to the disclosing party, and (ii) upon the disclosing party's request assign all such rights to the disclosing party, including any developments, improvements, applications, or derivations arising out of or related thereto. The receiving party shall execute all such additional documents and undertake such further actions as requested by the disclosing party to give effect to the disclosing party's rights hereunder, and shall deliver all documents and materials containing Confidential Information to the disclosing party upon the request of the disclosing party.

4. **Indemnification.** The receiving party shall hold the disclosing party harmless from, and shall indemnify the disclosing party against, any and all claims, losses, liabilities, lost profits, damages and costs and expenses (including, but not limited to, costs of investigation, court costs, arbitrators' fees and attorneys' fees) that the disclosing party may incur by reason of any breach of any of the provisions of this Agreement by the receiving party or any of its employees, agents, officers or directors or any other person acting in concert with it or on its behalf.

5. **Remedies.** The parties hereto understand and agree that remedies at law may be inadequate to protect against any breach of any of the provisions of this Agreement by the receiving party or any of its employees, agents, officers or directors or any other person acting in concert with it or on its behalf. Accordingly, in addition to remedies at law, the disclosing party shall be entitled to the granting of injunctive relief by a court of competent jurisdiction against any action that constitutes any such breach of this Agreement. As an additional remedy to the disclosing party and not in limitation of available remedies at law, injunctive relief and other equitable remedies, the receiving party agrees that the disclosing party shall be entitled to an accounting for, and payment of, all profits received by the receiving party arising out of or relating to any infringement of the proprietary rights of the disclosing party.

6. **Non-Disclosure.** The parties further agree that they shall not, without the express written consent of the other party, disclose to any third parties the fact that the parties are exchanging Confidential Information or discussing a possible business relationship.

7. **Required Disclosures.** In the event that either party is requested or required by any judicial, legislative or regulatory process to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt written notice of any such request or requirement so that the disclosing party may seek an appropriate protective order or other available remedy. Any and all costs and expenses associated with seeking a protective order or other available remedy shall be the sole responsibility of the party seeking to resist or restrict the disclosure. In the event that a protective order or other remedy is not obtained, or the disclosing party consents to the disclosure, the receiving party shall only disclose the portion(s) of the Confidential Information that is legally required or agreed to by the disclosing party.

8. **Severability and Survival.** The provisions of this Agreement shall be severable and binding on the parties hereto, notwithstanding that any other provision hereof may be held or declared to be invalid, illegal or unenforceable. The obligations of the parties hereto under this Agreement shall survive the expiration or the termination of all other contractual arrangements between the parties.

9. **General Provisions.** This Agreement shall be governed by the internal laws of the State of Missouri without regard to its conflicts of laws provisions and may not be altered, amended or assigned, and no waiver shall be effective against one party, without the prior written consent of the other party. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Missouri and waive all objections based on venue or forum non conveniens.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of this ____ day of _____, 20__.

CONTRACTOR:

EPOCH:

EPOCH COMPOSITE PRODUCTS, INC.

By: _____
(signature)

By: _____
(signature)

Name: _____
(please print name clearly)

Name: _____
(please print name clearly)

Title: _____

Title: _____

Address: _____

HOMEOWNER'S NAME(S):

Samuel J. Unch

MAILING ADDRESS:

515 Elm Ave.
Clearfield, PA 16830-2137

LOAN ACCT. NO.:

2069656

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

December 6, 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:

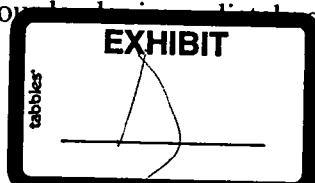
*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

*** 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 of your intentions.





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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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 709 Maxwell St., Clearfield, PA

IS SERIOUSLY IN DEFAULT because:

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

July, August, September, October and November Payments @ \$323.90 = \$1,619.50

Other Charges (explain/itemize): Late Charges of \$81.00

TOTAL AMOUNT PAST DUE: \$1,700.50

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 \$ 1,700.50, 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 your have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

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

HOW TO CONTACT THE LENDER:

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

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:

SAMUEL J. UNCH
515 Elm Ave
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
* *Samuel J. Unch*

B. Received by (Printed Name) C. Date of Delivery
Samuel J. Unch DEC 15 2005

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. 7004 1350 0004 9671 5963

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM

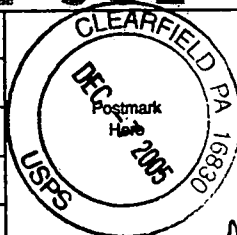
CERTIFIED MAILTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

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



Sent To *SAMUEL J. UNCH*
Street, Apt. No., or PO Box No. *515 Elm Ave*
City, State, ZIP+4[®] *CLEARFIELD PA 16830*

PS Form 3800, June 2002

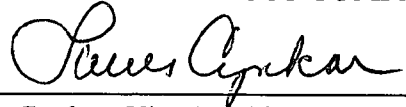
See Reverse for Instructions

7004 1350 0004 9671 5963

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

COPY

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SAMUEL J. UNCH

Defendant

No. 06-249-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

Attest.

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

William D. Shaw
Prothonotary/
Clerk of Courts

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

SAMUEL J. UNCH

Defendant

No.

Type of Pleading: COMPLAINT vs. :

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

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 SAMUEL J. UNCH, with a property address of 709 Maxwell Street, Clearfield, Pennsylvania 16830 and a mailing address of 515 Elm Avenue, Clearfield County, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendant dated February 15, 1994, in the principal amount of \$36,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1587, Page 280 on February 15, 1994.

4. The said Mortgage is and contains a lien against two certain tracts of land situate in the Second Ward of the Borough of Clearfield, Clearfield County, Pennsylvania, known as Lots 20 and 21 in the plan of Snyder Terrace, 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 \$36,000.00 as set forth in Promissory Note dated February 15, 1994. 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 December 6, 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	\$ 23,709.64
(b)	Interest per diem of 5.48193 from 1/19/06 to 1/23/06	\$ 1,260.86
(c)	Late Charges	\$ 97.20
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,370.96</u>

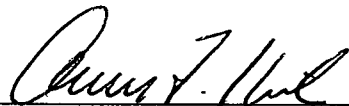
FINAL TOTAL **\$27,467.16**

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$27,467.16** plus interest at **9%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Date: **January 23, 2006**



Alan F. Kirk, Esquire
Attorney for Plaintiff

THIS MORTGAGE is made this 15th day of February 19 94
between the Mortgagor SAMUEL J. UNCH, JR., of 709 Maxwell Street, Clearfield, PA (herein
"Borrower"), and the Mortgagee, CLEARFIELD BANK & TRUST COMPANY

a Corporation organized and existing under the laws of Pennsylvania, whose address is: _____
Clearfield, Pennsylvania 16830 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Thirty-Six Thousand and 00/100 Dollars,
which indebtedness is evidenced by Borrower's note dated FEB 15TH 1994 (herein "Note"), providing for
monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

FEBRUARY 15TH 2014

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all
other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance
of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest
thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby
mortgage, grant and convey to Lender the following described property located in the County of

Clearfield State of Pennsylvania:

ALL those two (2) certain lots or parcels of land situate in the Second Ward of the
Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots
Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the
Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22;
on the West by an alley; and on the North by Lot No. 19.
Each of said lots being one hundred thirty (130) feet in
depth and twenty-five (25) feet in width and all of them extending
from Maxwell Street on the east to an alley on the west, as
shown by the said plot of Snyder Terrace of record in
Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to
Samuel J. Unch, Jr. from Mark D. Michael and Mary Elizabeth
Michael by deed dated February 12, 1994 and recorded in the
Clearfield County Recorder's Office immediately prior to the
recording of this mortgage on February 15, 1994.

which has the address of 709 Maxwell Street Clearfield
(Street) (City)
Pennsylvania 16830 (herein "Property Address");
(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances,
rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter
attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of
the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this
Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and
convey the Property, that the Property, is unencumbered, and that the Borrower will warrant and defend generally the title to the
Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions
to coverage in any title insurance policy insuring Lender's interest in the Property.

EXHIBIT

tabbles

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or State agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier. All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all

contrary to applicable law, in which case such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided the Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with an condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion, which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Caption. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provision hereof.

14. Notice, Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided by applicable law specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage, the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this mortgage and the obligations secured hereby shall remain in full

20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon Acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

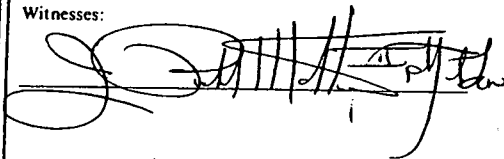
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

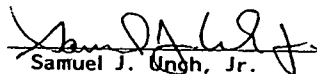
22. Release. Upon payment of all sums secured by this Mortgage, Lender shall discharge this Mortgage, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

23. Purchase Money Mortgage. If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:




Samuel J. Unch, Jr. - Borrower

-Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 15th day of February, 19 94, before me,

J. Richard Mattern II, the undersigned officer, personally appeared

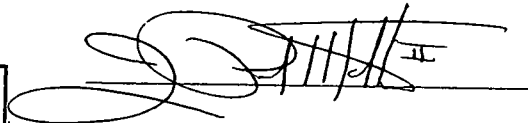
Samuel J. Unch, Jr. known to me (or satisfactorily proven)

to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes herein contained.

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

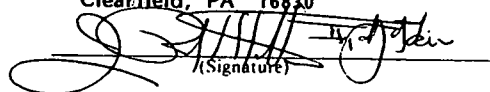


Notarial Seal
J. Richard Mattern II, Notary Public
Clearfield Boro, Clearfield County
My Commission Expires July 13, 1998



Title of Officer

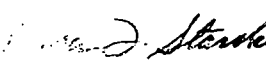
I hereby certify that the precise residence of the within Mortgagee is 11 North Second Street, P.O. Box 171
Clearfield, PA 16830


(Signature)

(Space Below This Line Reserved For Lender and Recorder)

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




Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 10:54 A.M. 2-15-94
BY Richard Mattern
FEES 13.50
Karen L. Starck, Recorder

This Indenture

Made the -----12th,----- day of-----FEBRUARY-----19 94 ,

Between MARK D. MICHAEL and MARY ELIZABETH MICHAEL, husband and wife,
of 1309 Parkview Drive, Clearfield, Clearfield County, Pennsylvania, GRANTORS,

parties of the first part and
SAMUEL J. UNCH, JR., of 709 Maxwell Street, Clearfield, Clearfield County,
Pennsylvania, GRANTEE,

party of the second part:

Witnesseth, that the said parties of the first part, in consideration of -----
TWENTY-NINE THOUSAND AND 00/100 (\$29,000.00)-----DOLLARS,

to them now paid by the said party of the second part, do grant, bargain, sell
and convey unto the said party of the second part, his heirs, executors---- and assigns,

All those two (2) certain lots or parcels of land situate in the Second Ward of the
Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots
Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the
Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22;
on the West by an alley; and on the North by Lot No. 19.
Each of said lots being one hundred thirty (130) feet in
depth and twenty-five (25) feet in width and all of them extending
from Maxwell Street on the east to an alley on the west, as
shown by the same plot of Snyder Terrace of record in
Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to
Mark D. Michael and Mary Elizabeth Michael from the Bennett and
Houser Funeral Home, Inc., a Pennsylvania Corporation, by deed
dated March 12, 1992 and recorded in the Clearfield County Recorder's
Office in Deed Book Vol. 827, Page 469, on March 15, 1992.

EXHIBIT

tabbies

B

NOTE

US\$ 36,000.00

February 15, 19 94

Clearfield
City

69656
Pennsylvania

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830

Thirty-Six Thousand (\$36,000.00) and 00/100 Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of (9 %) percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of Three Hundred Twenty-Three and 90/100 Dollars (US \$ 323.90)

), on the 15TH day of each month beginning March 15TH, 19 94. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on FEBRUARY 15TH, 2014.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of five (5%) percent of any monthly installment not received by the Note holder within fifteen (15) days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated February 15, 1994, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

Samuel J. Unch, Jr.
Samuel J. Unch, Jr.

709 Maxwell Street

Clearfield, PA 16830

Property Address

PENNSYLVANIA - 1 to 4 Family-6; 79-FNMA, FHLMC Uniform Instrument

(Execute Original Only)

EXHIBIT

tabbles

MUTUAL NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (the "Agreement") is made and entered into as of the date specified on the signature page hereof between **EPOCH COMPOSITE PRODUCTS, INC.**, a Missouri corporation ("EPOCH") and the undersigned corporation, company or individual identified on the signature page hereof (the "Contractor").

WITNESSETH

WHEREAS, Contractor desires to provide certain services and/or supply certain products to EPOCH, in consideration for which Contractor will be compensated by EPOCH, pursuant to a separate contractual arrangement between the parties; and

WHEREAS, in the course of analyzing EPOCH products for the purpose of determining if Contractor can provide substitute or alternative components or services, the parties have exchanged or may continue to be exposed to or otherwise receive certain Confidential Information (as defined herein); and

WHEREAS, as a mutual inducement to mutually provide Confidential Information (as defined herein) and allow Contractor the opportunity to propose Contractor's services and/or products and/or suggestions to introduce modifications in respective products, or processes, the parties have agreed to enter into this Agreement.

NOW THEREFORE, in consideration of the above premises, the mutual agreements hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definition of Confidential Information.** As used in this Agreement, "Confidential Information" shall mean any and all technology, know-how, confidential or proprietary information and trade secrets (including any and all embodiments thereof) of the disclosing party, including but not limited to:
 - a. The technology and procedures related to the processing of the products of the disclosing party;
 - b. Any confidential or proprietary information relating to the formulation of the products of the disclosing party or relating to other products manufactured by the disclosing party, that is owned, licensed, developed or controlled by the disclosing party or its affiliates, or in which it or its affiliates otherwise have rights;
 - c. The specifications of, and any other information related to, any new products or services under development by the disclosing party including but not limited to the existence, possibility or consideration of such new products or services;
 - d. The source of supply for materials used by the disclosing party, the quality, formulation, prices, usage of those materials and other vendor and supplier lists and agreements; and
 - e. Any and all other confidential or proprietary information relating to computer systems, computer programs, and related data, diagrams, drawings, blueprints, descriptions, specifications, research, confidential inventions, engineering data, test procedures and results, machinery, equipment, manufacturing processes, discoveries, ideas, concepts, designs, techniques, models, purchasing, financial and accounting information, engineering, marketing, merchandising, selling, servicing, and general business methods, owned, developed or used by the disclosing party, or obtained by the disclosing party from third parties, in connection with its current or future business.
2. **Confidentiality and Non-Use.** The receiving party shall treat all Confidential Information disclosed, supplied to it or to which it is otherwise exposed as confidential and shall cause, instruct and oblige its directors, officers, employees and agents and any other person acting in concert with it or on its behalf and having access to such Confidential Information to keep the same in confidence. The receiving party shall not, at any time, in any way, directly or indirectly, (i) communicate, disclose, or disseminate Confidential Information, including without limitation the fact that Confidential Information has been made available to the receiving party by the disclosing party, nor (ii) aid anyone else in such communication, disclosure or dissemination, nor (iii) use, nor aid anyone else in using, Confidential Information, nor (iv) copy, replicate, imitate, or reverse engineer any products of the disclosing party utilizing any of the Confidential Information, without the prior express written consent of the President or other authorized officer if Contractor is the disclosing party or the President if EPOCH is the disclosing party; *provided, however*, that the receiving party's obligation of secrecy and non-use under this Agreement shall not apply to:
 - a. Information that at the time of the disclosure by the disclosing party to the receiving party is in the public domain;
 - b. Information that, after disclosure by the disclosing party to the receiving party, becomes part of the public domain through an authorized source other than the receiving party and without the fault of the receiving party; and
 - c. Information that the receiving party can show by written records was in the receiving party's possession prior to the disclosure by the disclosing party to the receiving party and was not acquired, directly or indirectly, from the disclosing party.
 - d. Information that the receiving party can demonstrate was developed independently of and subsequent to disclosure under this Agreement.

e. Information which receiving party can demonstrate it obtained, subsequently to disclosure under this Agreement, from a third party without any obligation of confidentiality or limitation of use and which receiving party had no actual knowledge was wrongfully obtained or disclosed by the third party.

3. **Proprietary Rights.** The receiving party acknowledges that the Confidential Information, and all developments, improvements, applications and derivations thereof is the property and trade secret of the disclosing party. In the event that the receiving party develops, obtains, or acquires, directly or indirectly, any rights in any of the Confidential Information or in any trademark or other intellectual property of the disclosing party, then the receiving party shall (i) promptly disclose all such rights to the disclosing party, and (ii) upon the disclosing party's request assign all such rights to the disclosing party, including any developments, improvements, applications, or derivations arising out of or related thereto. The receiving party shall execute all such additional documents and undertake such further actions as requested by the disclosing party to give effect to the disclosing party's rights hereunder, and shall deliver all documents and materials containing Confidential Information to the disclosing party upon the request of the disclosing party.

4. **Indemnification.** The receiving party shall hold the disclosing party harmless from, and shall indemnify the disclosing party against, any and all claims, losses, liabilities, lost profits, damages and costs and expenses (including, but not limited to, costs of investigation, court costs, arbitrators' fees and attorneys' fees) that the disclosing party may incur by reason of any breach of any of the provisions of this Agreement by the receiving party or any of its employees, agents, officers or directors or any other person acting in concert with it or on its behalf.

5. **Remedies.** The parties hereto understand and agree that remedies at law may be inadequate to protect against any breach of any of the provisions of this Agreement by the receiving party or any of its employees, agents, officers or directors or any other person acting in concert with it or on its behalf. Accordingly, in addition to remedies at law, the disclosing party shall be entitled to the granting of injunctive relief by a court of competent jurisdiction against any action that constitutes any such breach of this Agreement. As an additional remedy to the disclosing party and not in limitation of available remedies at law, injunctive relief and other equitable remedies, the receiving party agrees that the disclosing party shall be entitled to an accounting for, and payment of, all profits received by the receiving party arising out of or relating to any infringement of the proprietary rights of the disclosing party.

6. **Non-Disclosure.** The parties further agree that they shall not, without the express written consent of the other party, disclose to any third parties the fact that the parties are exchanging Confidential Information or discussing a possible business relationship.

7. **Required Disclosures.** In the event that either party is requested or required by any judicial, legislative or regulatory process to disclose any Confidential Information, the receiving party shall provide the disclosing party with prompt written notice of any such request or requirement so that the disclosing party may seek an appropriate protective order or other available remedy. Any and all costs and expenses associated with seeking a protective order or other available remedy shall be the sole responsibility of the party seeking to resist or restrict the disclosure. In the event that a protective order or other remedy is not obtained, or the disclosing party consents to the disclosure, the receiving party shall only disclose the portion(s) of the Confidential Information that is legally required or agreed to by the disclosing party.

8. **Severability and Survival.** The provisions of this Agreement shall be severable and binding on the parties hereto, notwithstanding that any other provision hereof may be held or declared to be invalid, illegal or unenforceable. The obligations of the parties hereto under this Agreement shall survive the expiration or the termination of all other contractual arrangements between the parties.

9. **General Provisions.** This Agreement shall be governed by the internal laws of the State of Missouri without regard to its conflicts of laws provisions and may not be altered, amended or assigned, and no waiver shall be effective against one party, without the prior written consent of the other party. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Missouri and waive all objections based on venue or forum non conveniens.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of this ____ day of _____, 20____.

CONTRACTOR:

EPOCH:

EPOCH COMPOSITE PRODUCTS, INC.

By: _____
(signature)

By: _____
(signature)

Name: _____
(please print name clearly)

Name: _____
(please print name clearly)

Title: _____

Title: _____

Address: _____

HOMEOWNER'S NAME(S):

Samuel J. Unch

MAILING ADDRESS:

515 Elm Ave.
Clearfield, PA 16830-2137

LOAN ACCT. NO.:

2069656

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

December 6, 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:

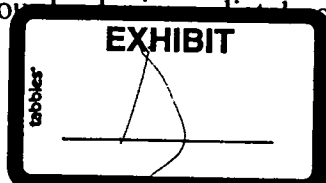
*** IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

*** 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 you of your intentions.





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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

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 709 Maxwell St., Clearfield, PA

IS SERIOUSLY IN DEFAULT because:

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

July, August, September, October and November Payments @ \$323.90 = \$1,619.50

Other Charges (explain/itemize): Late Charges of \$81.00

TOTAL AMOUNT PAST DUE: \$1,700.50

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 \$ 1,700.50, 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 your have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by **paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

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

HOW TO CONTACT THE LENDER:

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**

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:

SAMUEL J. UNCH
515 Elm Ave
CLEARFIELD PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent ☐ Addressee
* Sandra Wilson

B. Received by (Printed Name) C. Date of Delivery
Sandra Wilson DEC 8 2005

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. 7004 1350 0004 9671 5963

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. Postal ServiceTM

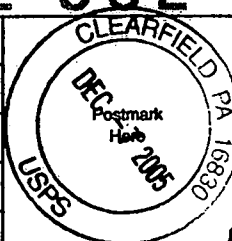
CERTIFIED MAILTM RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

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



Sent To: SAMUEL J. UNCH
Street, Apt. No., or PO Box No. 515 Elm Ave
City, State, ZIP+4 CLEARFIELD PA 16830

PS Form 3800, June 2002

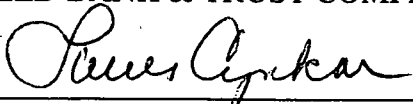
See Reverse for Instructions

7004 1350 0004 9671 5963

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
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SAMUEL J. UNCH

Defendant

No. 06-249-CD

Type of Pleading: MOTION FOR
SERVICE PURSUANT TO SPECIAL
ORDER OF COURT

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
akirk@bccz.com

FILED

SEP 06 2006

William A. Shaw
Prothonotary/Clerk of Courts

(Signature)

**MOTION FOR SERVICE PURSUANT TO
SPECIAL ORDER OF COURT**

Plaintiff, by its counsel, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., moves this Honorable Court for an Order directing service of the Complaint upon the above-captioned Defendant by Certified Mail and First Class regular mail to Defendant's last known address:

1. Attempts to service Defendant with original Complaint have been unsuccessful, as indicated by the Affidavit of Service attached hereto and marked as Exhibit "A".
2. Pursuant to Pennsylvania Rule of Civil Procedure 430, Plaintiff has made a good faith effort to locate the Defendant. On several occasions Defendant has communicated by telephone with Plaintiff's counsel whereby Defendant did admit he resides at the last known address and we have every reason to believe that Defendant continues to reside there and is evading service.

WHEREFORE, Plaintiff respectfully this Honorable Court to enter an order pursuant to Pennsylvania Rule of Civil Procedure 430 directing service of the Complaint by certified mail and regular mail to Defendant's last known address.

Date: 8/31/06

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

(Signature)
Alan F. Kirk, Esquire
Attorney for the Plaintiff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101297**

CLEARFIELD BANK AND TRUST COMPANY

Case # 06-249-CD

vs.

SAMUEL J. UNCH

COPY

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW April 15, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SAMUEL J. UNCH, DEFENDANT. ATTEMPTED -- NOT HOME.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BCCZ	1168	10.00
SHERIFF HAWKINS	BCCZ	1168	18.39

Sworn to Before me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

SAMUEL J. UNCH

Defendant

No. 06-249-CD

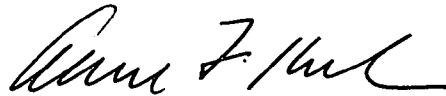
AFFIDAVIT

I, ALAN F. KIRK, of Babst Calland, Clements and Zomnir, PC., depose and say that I have made a diligent inquiry of the whereabouts of Samuel J. Unch, Jr. and have determined that the said individual resides at his last known address in Clearfield, Pennsylvania.

Dated:

8/31/06

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.



Alan F. Kirk, Esquire
Attorney for the Plaintiff

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

FILED

NOV 16 2006

W/2:45/2
William A. Shaw
Prothonotary/Clerk of Courts

CHIEF TO ATTORNEY
CLERK TO CLERK
W/NOTICE

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SAMUEL J. UNCH

Defendant

No. 06-249-CD

Type of Pleading: PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT

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

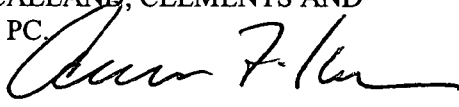
PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-SEVEN AND 16/100 (\$27,467.16) 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.

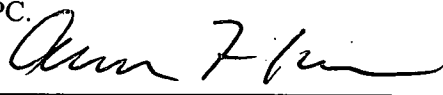
Date:


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 on October 19, 2006, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Date:


Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

SAMUEL J. UNCH

Defendant

No. 06-249-CD

Type of Pleading: 10 DAY NOTICE

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

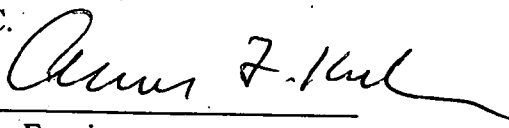
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS
FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST
YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER
IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET
LEGAL HELP:

Date: 10. 19. 06

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

BABST, CALLAND, CLEMENTS AND
ZOMIR, PC.


Alan F. Kirk, Esquire
Attorney for the Plaintiff

Samuel J. Unch-Certified Mail #7005 0390 0005 0664 2739 and First, Class U.S. Mail, RRR

7005 0390 0005 0664 2739

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com[®]
OFFICIAL USE

Postage	\$	3.00
Certified Fee		1.00
Return Receipt Fee (Endorsement Required)		1.00
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	5.00

TELETYPE UNIT
OCT 19 2006
Postmark Here
USPS

Sent To *Mr. Samuel J. Ulrich*
Street, Apt. No. or PO Box No. *515 Elm Street*
City, State, ZIP+4[®] *Charfield, PA 16830*

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

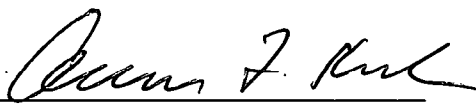
CLEARFIELD BANK AND TRUST COMPANY,	:	No. 06-249-CD
	:	
Plaintiff	:	
	:	
v.	:	
	:	Filed on Behalf of: Plaintiff
SAMUEL J. UNCH	:	
	:	
	:	
Defendant	:	<u>Counsel of Record for this Party :</u>
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC.
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055
	:	(814) 867.8051

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. 06-249-CD** in the principal amount
of **\$27,467.16** together with interest and costs of suit.

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

Dated: 11-10-6



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
COMPANY,

Plaintiff

v.

SAMUEL J. UNCH

Defendant

No. 06-249-CD

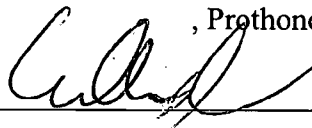
Filed on Behalf of: Plaintiff

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

TO: Mr. Samuel J. Unch
515 Elm Avenue
Clearfield, PA 16830

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 27,467.16 on Nov. 16, 2006.

, Prothonotary



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

Clearfield Bank and Trust Company
Plaintiff(s)

No.: 2006-00249-CD

Real Debt: \$27,467.16

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Samuel J. Unch
Defendant(s)

Entry: \$20.00

, Instrument: Default Judgment

Date of Entry: November 16, 2006

Expires: November 16, 2011

Certified from the record this November 16, 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

0A

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

SAMUEL J. UNCH

Defendant

No. 06-249-CD

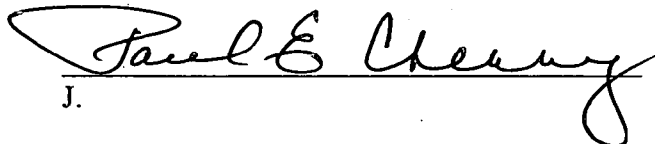
Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055
(814) 867.8051-Fax
akirk@bccz.com

ORDER

AND NOW, this 7th day of September, 2006, it is now hereby ORDERED

AND DECREED that the Plaintiff in the above-captioned matter is hereby directed to serve the Complaint in the above-captioned matter upon the Defendant by Certified Mail and First Class U.S. Mail to his last known address and that the service shall be deemed effective upon mailing and that upon mailing an Affidavit of Service will be filed.

BY THE COURT:


J.

FILED ^{ICC}
SEP 08 2006
Att'y Kirk
CR

William A. Shaw
Prothonotary/Clerk of Courts

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

FILED *Nocc*
OCT 04 2006 *12:54*

William A. Shaw
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SAMUEL J. UNCH

Defendant

No. 06-249-CD

Type of Pleading: AFFIDAVIT OF SERVICE

Filed on Behalf of: Plaintiff

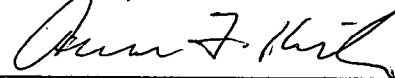
Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893

328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055
(814) 867.8051-Fax
akirk@bccz.com

AFFIDAVIT OF SERVICE

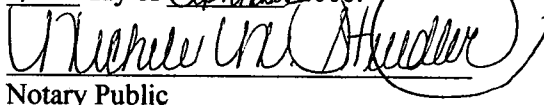
I, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., attorney for the Plaintiff in the within matter, hereby certify that on the **27th day of September 2006**, a true and correct copy of the Complaint was served by First Class U.S. Mail and Certified Mail as shown on Exhibit "A".

BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC.



Alan F. Kirk, Esquire
Counsel for the Plaintiff
ID#36893

Sworn to and subscribed before me this
27th day of September 2006.


Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Michele M. Steudler, Notary Public
College Twp., Centre County
My Commission Expires Apr. 7, 2010

Member, Pennsylvania Association of Notaries

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

FILED 2cc &
JAN 04 2007 11:58 AM
6 writs w/ prop.
descr. to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
Atty pd. 20.00

CLEARFIELD BANK AND TRUST
COMPANY,

No. 06-00249-CD

Plaintiff

Type of Pleading: PRAECIPE FOR WRIT
OF EXECUTION

vs.

SAMUEL J. UNCH A/S/A SAMUEL J.
UNCH, JR.

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

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$27,467.16**

Plus continuing interest on the principal balance from November 16, 2006,
plus costs and attorneys fees.

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

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

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

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Alan F. Kirk

Dated:

Alan F. Kirk, Esquire
Attorney for Plaintiff

Exhibit "A"

ALL those two (2) certain lots or parcels of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22; on the West by an alley; and on the North by Lot No. 19. Each of said lots being one hundred thirty (130) feet in depth and twenty-five (25) feet in width and all of them extending from Maxwell Street on the east to an alley on the west, as shown by the said plot of Snyder Terrace of record in Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to Samuel J. Unch, Jr. from Mark D. Michael and Mary Elizabeth Michael by deed dated February 12, 1994 and recorded in the Clearfield County Recorder's Office immediately prior to the recording of this mortgage on February 15, 1994.

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, Esquire, of Babst, Calland, Clements and Zomnir, P.C., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in the 2ND Ward of the Borough of Clearfield, 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. Samuel J. Unch a/k/a Samuel J. Unch, Jr.
515 Elm Avenue
Clearfield, PA 16830**

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

**Mr. Samuel J. Unch a/k/a Samuel J. Unch, Jr.
515 Elm Avenue
Clearfield, PA 16830**

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**

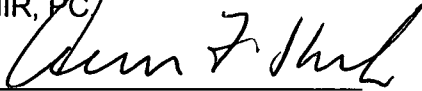
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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: 12/18/16


Alan F. Kirk, Esquire
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 06-00249-CD

V.

SAMUEL J. UNCH A/K/A SAMUEL J.
UNCH, JR.

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 _____ on _____, 2007 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

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

No. 06-00249-CD

Type of Pleading: WRIT OF
EXECUTION

Filed on Behalf of: Plaintiff

SAMUEL J. UNCH A/K/A SAMUEL
J. UNCH, JR.

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/Fax: (814) 867.8051

WRIT OF EXECUTION
NOTICE

TO: Mr. Samuel J. Unch a/k/a Samuel J. Unch, Jr.
515 Elm Avenue
Clearfield, PA 16830

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

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

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

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

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 06-00249-CD

Plaintiff

SAMUEL J. UNCH A/K/A SAMUEL
J. UNCH, JR.

Defendant

Claim for Exemption

To the Sheriff of Clearfield County:

I, the above named Defendant, **SAMUEL J. UNCH A/K/A SAMUEL J. UNCH, JR.**, 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

kind): (i) Set aside in kind (specify property to be set aside in _____;

upon; or (ii) Paid in cash following the sale of the property levied

(b) I claim the following exemption (specify property and basis of exemption): _____;

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300 statutory exemption: ____ in cash: ____ in kind (specify property): _____

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

(c) Other (specify amount and basis of exemption): _____

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

(telephone number)

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

Date:

THIS CLAIM TO BE FILED WITH THE OFFICE OF

THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

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

Clearfield Bank and Trust Company

Vs.

NO.: 2006-00249-CD

Samuel J. Unch a/s/a Samuel J. Unch, Jr.

copy

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from SAMUEL J. UNCH a/s/a Samuel J. Unch, Jr., 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: \$27,467.16
INTEREST on the principal balance from
November 16, 2006
ATTY'S COMM: \$
DATE: 01/04/2007

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.

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

Sheriff

Exhibit "A"

ALL those two (2) certain lots or parcels of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22; on the West by an alley; and on the North by Lot No. 19. Each of said lots being one hundred thirty (130) feet in depth and twenty-five (25) feet in width and all of them extending from Maxwell Street on the east to an alley on the west, as shown by the said plot of Snyder Terrace of record in Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to Samuel J. Unch, Jr. from Mark D. Michael and Mary Elizabeth Michael by deed dated February 12, 1994 and recorded in the Clearfield County Recorder's Office immediately prior to the recording of this mortgage on February 15, 1994.

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

FILED

JAN 17 2007

M/12-20/12
William A. Shaw
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. ⁰⁶00-00249--CD

Type of Pleading: AFFIDAVIT OF
SERVICE

SAMUEL J. UNCH A/K/A SAMUEL J.
UNCH, JR.

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

AFFIDAVIT OF SERVICE

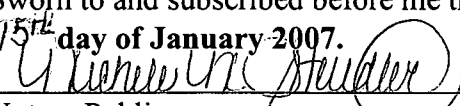
I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 12th day of **January, 2007**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which 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, PC.


Alan F. Kirk, Esquire

Sworn to and subscribed before me this
15th day of **January 2007**.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michele M. Steudler, Notary Public
College Twp., Centre County
My Commission Expires Apr. 7, 2010
Member, Pennsylvania Association of Notaries

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 06-00249-CD

V.

SAMUEL J. UNCH A/K/A SAMUEL J.
UNCH, JR.

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

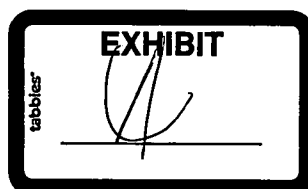
By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the CLEARFIELD COURTHOUSE, 1 N. 2ND ST., SUITE 116, CLEARFIELD, PA 16801 on FRIDAY MARCH 2, 2007 at 10:00 a.m., 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.



STER A. HAWKINS, SHERIFF

**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	\$.39	Postmark Here
Certified Fee	3.40	
Return Receipt Fee (Endorsement Required)	1.85	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 4.64	

Sent To Mr. Samuel J. Unruh aka Samuel J. Unruh Jr.
 Street, Apt. No., or PO Box No. 515 Elm Avenue
 City, State, ZIP+4 Clearfield, PA 16830

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:
338 Innovation Blvd. Ste 800
State College, PA 16803

One piece of ordinary mail addressed to:
Mr. Samuel J. Unruh aka Samuel J. Unruh Jr.
515 Elm Avenue
Clearfield, PA 16830

Affix fee here in stamp or meter postage and postmark. Inquire of Postmaster for current fee.
 00-950 JAN 17 07
 UNUS: D STATE POSTAGE
 14807

U.S. POSTAL SERVICE CERTIFICATE OF MAILING
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From:
338 Innovation Boulevard, Ste 800
State College, PA 16803

One piece of ordinary mail addressed to:
Clearfield Bank and Trust Company
17 North Second Street, PO Box 177
Clearfield, PA 16830

Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.
 00-950 JAN 17 07
 UNUS: D STATE POSTAGE
 14807

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:
338 Innovation Boulevard, Ste 800
State College, PA 16803

One piece of ordinary mail addressed to:
Clearfield County Tax Claim Bureau
Clearfield County Courthouse
330 E. Market Street
Clearfield, PA 16830

Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.
 00-950 JAN 17 07
 UNUS: D STATE POSTAGE
 14807

PS Form 3817, January 2001



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, Esquire, of Babst, Calland, Clements and Zomnir, P.C., set forth as of the date of the Praecipe for Writ of Execution was filed, the following information concerning the real property located in the 2ND Ward of the Borough of Clearfield, 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. Samuel J. Unch a/k/a Samuel J. Unch, Jr.
515 Elm Avenue
Clearfield, PA 16830**

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

**Mr. Samuel J. Unch a/k/a Samuel J. Unch, Jr.
515 Elm Avenue
Clearfield, PA 16830**

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**

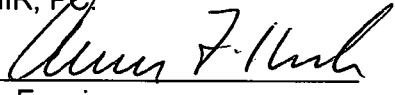
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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, PC²

Date: 1-15-07



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 00-00249--CD
	:	
Plaintiff	:	
	:	Type of Pleading: AFFIDAVIT OF
	:	SERVICE
	:	
SAMUEL J. UNCH A/K/A SAMUEL J. UNCH, JR.	:	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

AFFIDAVIT PURSUANT TO RULE 3129

I, **ALAN F. KIRK, ESQUIRE**, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in *The Second Ward of the Borough of Curwensville, 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: 1-15-07

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

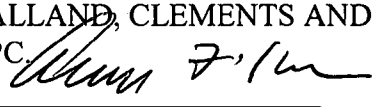

Alan F. Kirk, Esquire
Attorney for Plaintiff

Exhibit "A"

ALL those two (2) certain lots or parcels of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22; on the West by an alley; and on the North by Lot No. 19. Each of said lots being one hundred thirty (130) feet in depth and twenty-five (25) feet in width and all of them extending from Maxwell Street on the east to an alley on the west, as shown by the said plot of Snyder Terrace of record in Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to Samuel J. Unch, Jr. from Mark D. Michael and Mary Elizabeth Michael by deed dated February 12, 1994 and recorded in the Clearfield County Recorder's Office immediately prior to the recording of this mortgage on February 15, 1994.

SEIZED, taken in execution to be sold as the property of SAMUEL J. UNCH A/S/A SAMUEL J. UNCH, JR. at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 06-249-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20494
NO: 06-00249-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: SAMUEL J. UNCH A/S/A SAMUEL J. UNCH, JR.

Execution REAL ESTATE


SHERIFF RETURN

DATE RECEIVED WRIT: 01/04/2007

LEVY TAKEN 01/11/2007 @ 2:42 PM

POSTED 01/11/2007 @ 2:42 PM

SALE HELD 03/02/2007

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 03/30/2007

DATE DEED FILED 03/30/2007


PROPERTY ADDRESS 709 MAXWELL STREET CLEARFIELD , PA 16830

SERVICES

01/24/2007 @ SERVED SAMUEL J. UNCH A/S/A SAMUEL J. UNCH, JR.

SERVED SAMUEL J. UNCH A/S/A SAMUEL J. UNCH, JR. DEFENDANT, BY REG. AND CERT MAIL PER COURT ORDER FOR COMPLAINT TO 515 ELM AVENUE, CLEARFIELD, PA 16830 CERT #70060810000145072865. CERT RETURNED UNCLAIMED TO SHERIFF OFFICE 2/2/07.

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

FILED
074:00/04
MAR 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20494
NO: 06-00249-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
vs.
DEFENDANT: SAMUEL J. UNCH A/S/A SAMUEL J. UNCH, JR.

Execution REAL ESTATE

SHERIFF RETURN


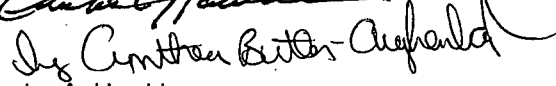
SHERIFF HAWKINS \$195.68

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

Clearfield Bank and Trust Company

Vs.

NO.: 2006-00249-CD

Samuel J. Unch a/s/a Samuel J. Unch, Jr.

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from SAMUEL J. UNCH a/s/a Samuel J. Unch, Jr., 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: \$27,467.16
INTEREST on the principal balance from
November 16, 2006
ATTY'S COMM: \$
DATE: 01/04/2007

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



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 4th day
of January A.D. 3:00 P.M.
At 3:00 A.M./P.M.

Charles A. Haukeis
Sheriff Jy Cynthia Butler-Dehnbach

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

Exhibit "A"

ALL those two (2) certain lots or parcels of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, known as Lots Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

On the East by Maxwell Street; on the South by Lot No. 22; on the West by an alley; and on the North by Lot No. 19. Each of said lots being one hundred thirty (130) feet in depth and twenty-five (25) feet in width and all of them extending from Maxwell Street on the east to an alley on the west, as shown by the said plot of Snyder Terrace of record in Miscellaneous Book X, Page 111.

BEING the same premises which were granted and conveyed to Samuel J. Unch, Jr. from Mark D. Michael and Mary Elizabeth Michael by deed dated February 12, 1994 and recorded in the Clearfield County Recorder's Office immediately prior to the recording of this mortgage on February 15, 1994.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME SAMUEL J. UNCH A/S/A SAMUEL J. UNCH, JR.

NO. 06-00249-CD

NOW, March 30, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on March 02, 2007, I exposed the within described real estate of Samuel J. Unch A/S/A Samuel J. Unch, Jr. to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

PLAINTIFF COSTS, DEBT AND INTEREST:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	6.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$195.68

DEED COSTS:

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

DEBT-AMOUNT DUE	27,467.16
INTEREST @ %	0.00
FROM TO 03/02/2007	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$27,487.16

COSTS:

ADVERTISING	361.78
TAXES - COLLECTOR	294.14
TAXES - TAX CLAIM	3,839.24
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	195.68
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$5,133.34

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

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

SAMUEL J. UNCH

Defendant

No. 06-249-CD

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

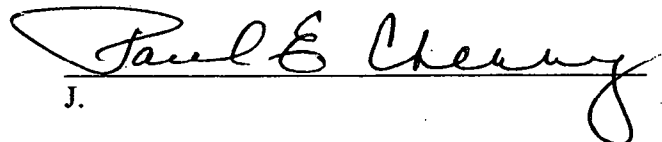
akirk@bccz.com

ORDER

AND NOW, this 7th day of September 2006, it is now hereby ORDERED

AND DECREED that the Plaintiff in the above-captioned matter is hereby directed to serve the Complaint in the above-captioned matter upon the Defendant by Certified Mail and First Class U.S. Mail to his last known address and that the service shall be deemed effective upon mailing and that upon mailing an Affidavit of Service will be filed.

BY THE COURT:


J.

FILED

SEP 08 2006

ICC

Ang Kirk

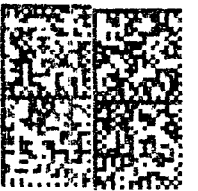
@

William A. Shaw
Prothonotary/Clerk of Courts



CHESTER A. HAWKINS
SHERIFF
COURTHOUSE
1 NORTH SECOND STREET - SUITE 116
CLEARFIELD, PENNSYLVANIA 16830

7006 0810 0001 4507 2865



Hasler

016H6505405
\$04.880
01/24/2007
Mailed From 16830
US POSTAGE

SAMUEL J. UNCH
515 ELM AVENUE
CLEARFIELD, PA 16830

UNABLE TO FORWARD
RETURNED TO SENDER

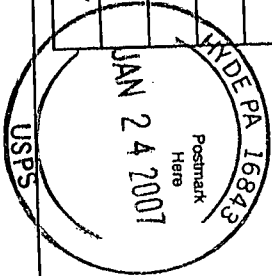
Rec'd
01/24/07

MAILED

7006 0810 0001 4507 2865

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com
OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
SAMUEL J. UNCH
515 ELM AVENUE
CLEARFIELD, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE
CERTIFIED MAIL™

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:

SAMUEL J. UNCH
515 ELM AVENUE
CLEARFIELD, PA 16830

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

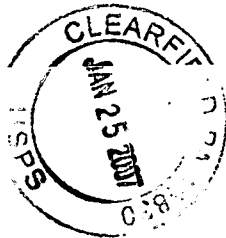
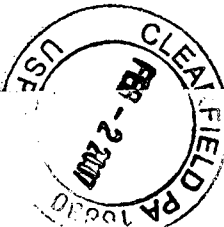
(Transfer from service label)

7006 0810 0001 4507 2865

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SAMUEL J. UNCH a/k/a SAMUEL J. UNCH,
JR.

Defendant

No. 06-249-CD

Type of Pleading: PRAECIPE

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
akirk@bccz.com

PRAECIPE FOR WRIT OF POSSESSION

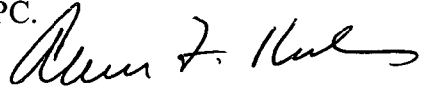
TO THE PROTHONOTARY OF CLEARFIELD COUNTY:


Kindly issue the Writ of Possession in the above-captioned matter.

Date: June 1, 2007

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

By


Alan F. Kirk, Esquire
Counsel for the Plaintiff
ID#36893

FILED Atty pd. 20.00
M/J: 23/07
JUN 11 2007 ICCD-1 Writ
to Sheriff
William A. Shaw
Prothonotary/Clerk of Courts 

COPY

Boh Luluo
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DKT PG. 102885

1 of 1 services

CLEARFIELD BANK AND TRUST COMPANY

NO . 06-249-CD

-VS-

SAMUEL J. UNCH aka SAMUEL J. UNCH JR

WRIT OF POSSESSION

SHERIFF'S RETURN

NOW JUNE 15, 2007 AT 11:30 AM LOCKOUT WAS PERFORMED AT 709 MAXWELL ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA.

SERVED BY: HUNTER/DEHAVEN

SHFF HAWKINS: \$41.41

SURCHARGE: \$10.00

PAID BY: BCCZ


SWORN TO BEFORE THIS

____ DAY OF _____ 2007

So Answers,


by Marilyn Hunter

CHESTER A. HAWKINS
SHERIFF

FILED 
9:24:54m
JUN 21 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs.

SAMUEL J. UNCH a/k/a SAMUEL J. UNCH,
JR.

Defendant

No. 06-249-CD

Type of Pleading: AFFIDAVIT OF SERVICE

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
akirk@bccz.com

WRIT OF POSSESSION

TO THE SHERIFF OF CLEARFIELD COUNTY:

1. The Sheriff Sale in the above-captioned matter having been held on March 2, 2007, and the Plaintiff being successful bidder, you are hereby directed to deliver possession of the following described property to the Plaintiff immediately:

ALL those two (2) certain lots or parcels of land situate in the Second Ward of the Borough of Clearfield, County of Clearfield, and State of Pennsylvania, known as Lot Nos. 20 and 21 in the plan of Snyder Terrace as the same remains of record in the Office of the Recorder of Deeds at Clearfield in Miscellaneous Book X at Page 111.

ON the East by Maxwell Street; on the South by Lot No. 22; on the West by an alley; and on the North by Lot No. 19. Each of said lots being one hundred thirty (130) feet in depth and twenty-five (25) feet in width and all of them extending from Maxwell Street on the east to an alley on the west, as Miscellaneous Book X, Page 111.

BEING known as 709 Maxwell Street, Clearfield, Pennsylvania.

Received this writ this 11 day
of June A.D. 2007
At 3:00 A.M./P.M.

Chester A. Hamlin
Sheriff
by Marilee Hamlin

William L. Hamlin 6/11/07
Prothonotary