

06-508-CD
S&T Bank vs Timothy L Ellis et al

S&T Bank vs Timothy Ellis et al
2006-508-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, Plaintiff,
vs.
TIMOTHY L. ELLIS and VICKI L. ELLIS, Defendants.

: No. 06 - 508 C.D.
: Type of Case: MORTGAGE FORECLOSURE
: Type of Pleading: COMPLAINT
: Filed on Behalf of: S&T BANK, Plaintiff
: Counsel of Record for this Party:
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: (814) 371-5800

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William A. Shaw
Prothonotary/Clerk of Courts

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for service. /

John C. G.
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff, : No. 06 - _____ C.D.

vs.

: ACTION OF MORTGAGE
FORECLOSURE

TIMOTHY L. ELLIS and VICKI L. ELLIS, :
Defendants. :

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claims 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
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By

Shelia McPherson
Atorneys for Plaintiff

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

S&T BANK, :
Plaintiff, : No. 06 - _____ C.D.
vs. :
: ACTION OF MORTGAGE
TIMOTHY L. ELLIS and VICKI L. ELLIS, : FORECLOSURE
Defendants. :

C O M P L A I N T

NOW comes S&T BANK, Plaintiff, by and through its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S&T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.
2. The Defendants, TIMOTHY L. ELLIS and VICKI L. ELLIS, are husband and wife.
3. The last known address of Defendant, TIMOTHY L. ELLIS, is 214 East Main Street, Sykesville, Jefferson County, Pennsylvania 15865.
4. The last known address of Defendant, VICKI L. ELLIS, is 101 South Jared Street, Apartment 1, DuBois, Clearfield County, Pennsylvania 15801.
5. The Defendants are the real owners of the premises herein described.
6. On March 4, 2002, TIMOTHY L. ELLIS and VICKI L. ELLIS, made, executed and delivered a Mortgage upon premises hereinafter described to S&T BANK, Plaintiff, which

Mortgage was recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200203644, on March 7, 2002. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

7. Said Mortgage has not been assigned.
8. The premises subject to said Mortgage is described in Exhibit "B" attached hereto and made a part hereof and is situate in the City of DuBois, Clearfield County, Pennsylvania.
9. That said Mortgage is in default because:
 - (a) The principal thereof became due and payable on October 1, 2005, and by the terms of said Mortgage is collectable forthwith;
 - (b) Interest payments upon the said Mortgage due for the period from September 1, 2005, to March 1, 2006, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.
10. The following amounts are due on the Mortgage:

(a) Principal	\$22,013.09
(b) Interest from September 1, 2005, to March 1, 2006	963.07
(c) Late charges and fees	662.71
(d) Escrow deficiency	172.29
(e) Attorney's collection fee	<u>1,148.81</u>
Total	\$24,959.97

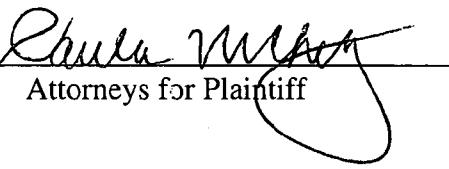
11. That in accordance with Act VI and Act 91, each Defendant was served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the

Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated October 27, 2005. Said Combined Notice was sent to Defendants, TIMOTHY L. ELLIS and VICKI L. ELLIS, by certified mail, return receipt requested, to their last known address at the time of said mailing, which is also the property address, of 145 East Long Avenue, DuBois, Pennsylvania 15801. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "C".

12. That the Promissory Note provides for a late charge in an amount of Five Percent (5.000%) of any such overdue payment. Attached hereto is a copy of said Promissory Note marked as Exhibit "D".

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of TWENTY-FOUR THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS and NINETY-SEVEN CENTS (\$24,959.97), together with interest from March 1, 2006, at the daily rate of \$4.5232377 and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Charles W. Cherry
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

: SS.

COUNTY OF Jefferson

:

On this, the 28th day of March, 2006, before me, the undersigned officer, a Notary Public, personally appeared Robert R. French who acknowledged himself to be the Vice President of S&T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such

Vice President, acknowledged the same to be the act and deed of the said corporation.



Sworn to and subscribed before me this 28th day of March, 2006.

Angela M Bennett

Notary Public

My commission expires: September 1, 2008

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Angela M. Bennett, Notary Public

Brockway Boro, Jefferson County

My Commission Expires Sept. 1, 2008

Member, Pennsylvania Association Of Notaries

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200203644
RECORDED ON
Mar 07, 2002
1:37:03 PM
Total Pages: 17

RECORDING FEES - \$39.00
RECORDER
COUNTY IMPROVEMENT \$1.00
UND
RECORDER \$1.00
IMPROVEMENT FUND
STATE WRIT TAX \$0.50
TOTAL \$41.50
CUSTOMER
LAKLEY, JONES, MURRAY

Prepared By:

S&T Bank
800 Philadelphia Street
Indiana, PA 15701

Return To:

S&T Bank-c/o Loan Servicing
P.O. Box 190
Indiana, PA 15701

Parcel Number:
7.2-4-845

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated March 4th, 2002 together with all Riders to this document.
(B) "Borrower" is Timothy L. Ellis and Vicki L. Ellis

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is S&T Bank

Lender is a Commercial Bank

1000205888-3

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

VMP -6(PA) (0008)01

Page 1 of 16

Initials: TE/RE

VMP MORTGAGE FORMS - (800)521-7291

Exhibit "A"

organized and existing under the laws of Pennsylvania
Lender's address is 800 Philadelphia Street, Indiana, PA 15701

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated March 4th, 2002

The Note states that Borrower owes Lender TWENTY FIVE THOUSAND SIX HUNDRED AND
00/100

(U.S. \$25,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic Dollars

Payments and to pay the debt in full not later than April 1, 2017

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

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

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

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

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

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

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

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

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

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

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

ALL that certain piece or parcel of land situate in the City of Du Bois, Clearfield County, Pennsylvania, bounded described as follows, to wit:

KNOWN as Lot No. 14 as per Long's Addition to the City of Du Bois, and being 50 feet wide on East Long Avenue by 150 feet deep to an alley. Bounded on the South by East Long Avenue; East by Lot No. 15; West by Lot No. 13; and North by an alley.

BEING the same premises which became vested in the Mortgagors herein by Deed of Edwina A. Kennedy, a widow, by her Attorney-in-Fact, Melvin E. Vance, dated March 16, 1992 and recorded in Clearfield County Deed and Record Book Vol. 1450, page 311.

EXHIBIT "A"

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]:

which currently has the address of **145 East Long Avenue**

DuBois

("Property Address"):

[City], Pennsylvania 15801

[Street]

[Zip Code]

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

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

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

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

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

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

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

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

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

Witnesses:



Timothy L. Ellis (Seal)
-Borrower



Vicki L. Ellis (Seal)
-Borrower

(Seal)
-Borrower (Seal)
-Borrower

(Seal)
-Borrower (Seal)
-Borrower

(Seal)
-Borrower (Seal)
-Borrower

1000205888-3

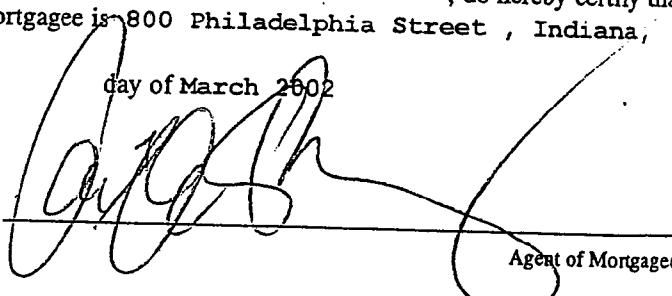
Certificate of Residence

I, CHRISTOPHER E. MOHNEY

the correct address of the within-named Mortgagee is 800 Philadelphia Street, Indiana, PA 15701, do hereby certify that

Witness my hand this 4th

day of March 2002



Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

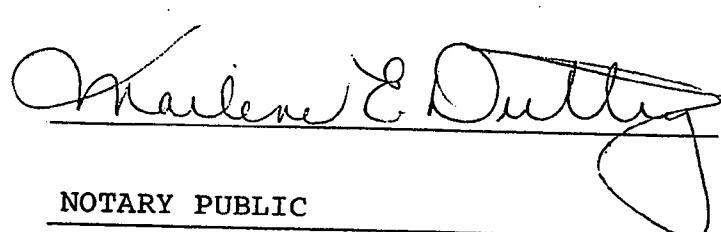
CLEARFIELD

County ss:

On this, the 4th day of March, 2002, before me, the undersigned officer, personally appeared Timothy L. Ellis and Vicki L. Ellis

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



Marlene E. Duttry, Notary Public
Clearfield County
My Commission Expires Aug. 8, 2002

NOTARY PUBLIC

Title of Officer

1000205888-3

Initials: 

ALL that certain piece or parcel of land situate in the City of Du Bois, Clearfield County, Pennsylvania, bounded described as follows, to wit:

KNOWN as Lot No. 14 as per Long's Addition to the City of Du Bois, and being 50 feet wide on East Long Avenue by 150 feet deep to an alley. Bounded on the South by East Long Avenue; East by Lot No. 15; West by Lot No. 13; and North by an alley.

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM

may be able to help 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 this Notice.

If you need more information call the
PENNSYLVANIA HOUSING FINANCE AGENCY
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 IMMEDIATAMENTE 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.



MEMBER FDIC

RESOURCE RECOVERY
456 Main Street
P.O. Box D
Brockway, PA 15824

814-268-1130
FAX 814-268-1126

October 27, 2005

TIMOTHY L ELLIS
VICKI L ELLIS
145 EAST LONG AVENUE
DUBOIS PA 15801

RE: Mortgage Loan #368-01000422103 Note number 00001

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.

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.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

Timothy L. Ellis
Vicki L. Ellis
October 27, 2005
Page 2 of 4

Your mortgage is in default for the reasons set forth later 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 S & T Bank, you have the right to apply for financial assistance from the Homeowner's 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.

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 A 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

The MORTGAGE held by S & T Bank on your property located in the City of DuBois, Clearfield County, Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$378.00 each for the months of September and October, 2005 for a total of \$756.00). Late charges (and other costs) have also accrued to date in the amount of \$23.74. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$779.74**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, 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:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824

Timothy L. Ellis
Vicki L. Ellis
October 27, 2005
Page 3 of 4

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE ITS RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this 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, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank 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. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, 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.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 S & T Bank 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.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date 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 is required or action will be by contacting a representative from S & T Bank at:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824
Phone: 814-268-1130 Fax: 814-268-1126

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 S & T Bank at any time.

Timothy L. Ellis
Vicki L. Ellis
October 27, 2005
Page 4 of 4

You may or X 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 S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,



Carolyn M. Fridley
Resource Recovery Officer

CMF/amb
Enclosure

CLEARFIELD COUNTY

CCCS of Northeastern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668
Fax: (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(888) 599-2227 ext 108

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(888) 599-2227 ext 108
Fax: (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax: (724) 465-5118

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax: (814) 539-1688

NOTE

March 4th, 2002
[Date]

DuBois
[City]

Pennsylvania
[State]

145 East Long Avenue
DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 25,600.00 plus interest, to the order of the Lender. The Lender is S&T Bank (this amount is called "Principal"),

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 01, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 800 Philadelphia St.
Indiana, PA 15701

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 237.32

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

1000205888-3

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 -5N (0005).01
VMP MORTGAGE FORMS - (800)521-7291

Form 3200 1/01

Page 1 of 3

Initials: TE/JM

Exhibit "D"

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **FIFTEEN** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

1000205888-3

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

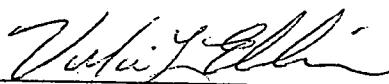
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Timothy L. Ellis

(Seal)

-Borrower



Vicky L. Ellis

(Seal)

-Borrower

Pay to the Order of _____, Without Recourse

By: 

Joseph P. Merlo
Mortgage Closing Supervisor

[Sign Original Only]

1000205888-3

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

S&T BANK,

Plaintiff,
vs.

TIMOTHY L. ELLIS and VICKI L. ELLIS,
Defendants.

Action of Mortgage
No. 06- C.D. Foreclosure

C O M P L A I N T

To The Within Defendants:

YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN COMPLAINT WITHIN
TWENTY (20) DAYS FROM THE DATE OF
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.:

By Chris McLean
Attorneys for Plaintiff

LAW OFFICES
GLEASON, CHERRY & CHERRY, L.L.P.
P. O. Box 505
DU BOIS, PENNSYLVANIA 15801-0505

ONE NORTH FRANKLIN STREET

FILED

MAR 31 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101407
NO: 06-508-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK

vs.

DEFENDANT: TIMOTHY L. ELLIS and VICKI L. ELLIS

SHERIFF RETURN

NOW, April 04, 2006, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY L. ELLIS.

NOW, May 02, 2006 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY L. ELLIS, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".

FILED
03/05/2006
MAY 05 2006
LM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101407
NO: 06-508-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK
VS.
DEFENDANT: TIMOTHY L. ELLIS and VICKI L. ELLIS

SHERIFF RETURN

NOW, April 18, 2006 AT 2:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON VICKI L. ELLIS DEFENDANT AT WORK: 121 BEAVER DRIVE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO VICKI L. ELLIS, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101407
NO: 06-508-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK
vs.
DEFENDANT: TIMOTHY L. ELLIS and VICKI L. ELLIS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GLEASON	10916	20.00
SHERIFF HAWKINS	GLEASON	10916	80.00
JEFFERSON CO.	GLEASON	10918	59.74

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


Chester A. Hawkins
Sheriff

No. 06-508 C.D.

Now, May 2, 2006, I return the Notice and Complaint in Mortgage Foreclosure for TIMOTHY L. ELLIS, Defendant, to the Clearfield County Sheriff's Office marked "not found; several attempts have been made but time of service has expired".

Advance Costs Received:	\$125.00
My Costs:	57.74
Prothy:	2.00
Total Costs:	59.74
REFUNDED:	\$ 65.26

Sworn and subscribed

to before me this 2nd
day of May, 2006
By James A. Adams

my Commission
expires the 1st man, Jan. 2010

So Answers,


James A. Adams
Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff, : No. 06 - _____ C.D.

vs.

TIMOTHY L. ELLIS and VICKI L. ELLIS, : ACTION OF MORTGAGE
Defendants. : FORECLOSURE

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within Twenty (20) days after this Complaint and Notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claims 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
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By Julia McPhee
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff : No. 06 - _____ C.D.

vs.

TIMOTHY L. ELLIS and VICKI L. ELLIS, : ACTION OF MORTGAGE
Defendants. : FORECLOSURE

COMPLAINT

NOW comes S&T BANK, Plaintiff, by and through its Attorneys, GLEASON, CHERRY AND CHERRY, L.L.P., and files this Complaint as follows:

1. The Plaintiff, S&T BANK, Mortgagee, is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, duly registered to do business in the Commonwealth of Pennsylvania, in accordance with the Act of Assembly, so providing, and with an office located at 456 Main Street, P.O. Box D, Brockway, Pennsylvania 15824.
2. The Defendants, TIMOTHY L. ELLIS and VICKI L. ELLIS, are husband and wife.
3. The last known address of Defendant, TIMOTHY L. ELLIS, is 214 East Main Street, Sykesville, Jefferson County, Pennsylvania 15865.
4. The last known address of Defendant, VICKI L. ELLIS, is 101 South Jared Street, Apartment 1, DuBois, Clearfield County, Pennsylvania 15801.
5. The Defendants are the real owners of the premises herein described.
6. On March 4, 2002, TIMOTHY L. ELLIS and VICKI L. ELLIS, made, executed and delivered a Mortgage upon premises hereinafter described to S&T BANK, Plaintiff, which

Mortgage was recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania, as Instrument No. 200203644, on March 7, 2002. A copy of said Mortgage is attached hereto and made a part hereof as Exhibit "A".

7. Said Mortgage has not been assigned.
8. The premises subject to said Mortgage is described in Exhibit "B" attached hereto and made a part hereof and is situate in the City of DuBois, Clearfield County, Pennsylvania.
9. That said Mortgage is in default because:
 - (a) The principal thereof became due and payable on October 1, 2005, and by the terms of said Mortgage is collectable forthwith;
 - (b) Interest payments upon the said Mortgage due for the period from September 1, 2005, to March 1, 2006, are due and have not been paid and, by the terms of the said Mortgage, upon default of such payment, the whole of said principal and all interest due thereon is collectable forthwith.
10. The following amounts are due on the Mortgage:

(a) Principal	\$22,013.09
(b) Interest from September 1, 2005, to March 1, 2006	963.07
(c) Late charges and fees	662.71
(d) Escrow deficiency	172.29
(e) Attorney's collection fee	<u>1,148.81</u>
Total	\$24,959.97

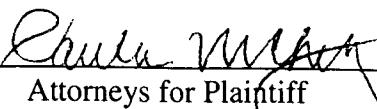
11. That in accordance with Act VI and Act 91, each Defendant was served with notice of intention to institute mortgage foreclosure proceedings and notice as required under the

Homeowner's Emergency Mortgage Assistance Program by Combined Notice dated October 27, 2005. Said Combined Notice was sent to Defendants, TIMOTHY L. ELLIS and VICKI L. ELLIS, by certified mail, return receipt requested, to their last known address at the time of said mailing, which is also the property address, of 145 East Long Avenue, DuBois, Pennsylvania 15801. A copy of said Combined Notice is attached hereto and made a part hereof as Exhibit "C".

12. That the Promissory Note provides for a late charge in an amount of Five Percent (5.000%) of any such overdue payment. Attached hereto is a copy of said Promissory Note marked as Exhibit "D".

WHEREFORE, Plaintiff demands judgment against the Defendants in the sum of TWENTY-FOUR THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS and NINETY-SEVEN CENTS (\$24,959.97), together with interest from March 1, 2006, at the daily rate of \$4.5232377 and costs.

GLEASON, CHERRY AND CHERRY, L.L.P.

By 
Attorneys for Plaintiff

COMMONWEALTH OF PENNSYLVANIA

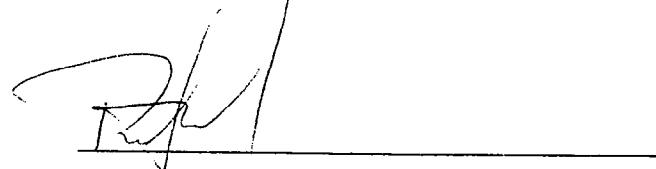
:
: SS.

COUNTY OF Jefferson

:
:

On this, the 28th day of March, 2006, before me, the undersigned officer, a Notary Public, personally appeared Robert R. French who acknowledged himself to be the Vice President of S&T BANK, the foregoing corporation, and that as such, he, being authorized by such corporation to do so, and being duly sworn according to law, deposes and says that the facts set forth in the foregoing Complaint are true and correct to the best of his knowledge, information and belief, and that he executed the foregoing instrument for the purposes therein contained by signing his name thereon as such, and by virtue and in pursuance of the authority therein conferred upon him as such

Vice President, acknowledged the same to be the act and deed of the said corporation.



Sworn to and subscribed before me this 28th day of March, 2006.

Angela M Bennett

Notary Public

My commission expires: September 1, 2008

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Angela M. Bennett, Notary Public
Brockway Boro, Jefferson County
My Commission Expires Sept. 1, 2008

Member, Pennsylvania Association Of Notaries

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200203644
RECORDED ON
1-37-03 PM
Total Pages: 17

RECORDING FEES - \$39.00
RECORDER \$1.00
COUNTY IMPROVEMENT FUND \$1.00
TAX MNT TAX \$0.50
TOTAL \$41.50
CUSTOMER LAKLEY, JONES, HOMMEY

Prepared By:

S&T Bank
800 Philadelphia Street
Indiana, PA 15701

Return To:

S&T Bank-c/o Loan Servicing
P.O. Box 190
Indiana, PA 15701

Parcel Number:
7.2-4-845

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

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

- (A) "Security Instrument" means this document, which is dated March 4th, 2002 together with all Riders to this document.
(B) "Borrower" is Timothy L. Ellis and Vicki L. Ellis

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is S&T Bank

Lender is a Commercial Bank

1000205888-3

PENNSYLVANIA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 1/01

VMP-6(PA) (0008).01

Page 1 of 16

Initials: TE/VE

VMP MORTGAGE FORMS - (800)521-7291

Exhibit "A"

organized and existing under the laws of Pennsylvania
Lender's address is 800 Philadelphia Street, Indiana, PA 15701

Lender is the mortgagee under this Security Instrument.

- (D) "Note" means the promissory note signed by Borrower and dated March 4th, 2002
The Note states that Borrower owes Lender TWENTY FIVE THOUSAND SIX HUNDRED AND
00/100
(U.S. \$25,600.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than April 1, 2017
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."
(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.
(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

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

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

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

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

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

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

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

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

ALL that certain piece or parcel of land situate in the City of Du Bois, Clearfield County, Pennsylvania, bounded described as follows, to wit:

KNOWN as Lot No. 14 as per Long's Addition to the City of Du Bois, and being 50 feet wide on East Long Avenue by 150 feet deep to an alley. Bounded on the South by East Long Avenue; East by Lot No. 15; West by Lot No. 13; and North by an alley.

BEING the same premises which became vested in the Mortgagors herein by Deed of Edwina A. Kennedy, a widow, by her Attorney-in-Fact, Melvin E. Vance, dated March 16, 1992 and recorded in Clearfield County Deed and Record Book Vol. 1450, page 311.

EXHIBIT "A"

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County [Type of Recording Jurisdiction]
of **Clearfield** [Name of Recording Jurisdiction]:

which currently has the address of **145 East Long Avenue**

DuBois
("Property Address"):

[Street]
[City], Pennsylvania 15801 [Zip Code]

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

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

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

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

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

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

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be

paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be

dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

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

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

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

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to

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

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

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

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

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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or

agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

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

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

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

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

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

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

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

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

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

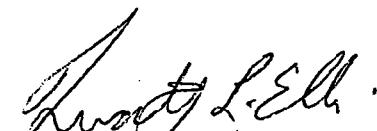
25. Reinstatement Period. Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

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

Witnesses:



Timothy L. Ellis (Seal)
-Borrower



Vicki L. Ellis (Seal)
-Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

(Seal) (Seal)
-Borrower -Borrower

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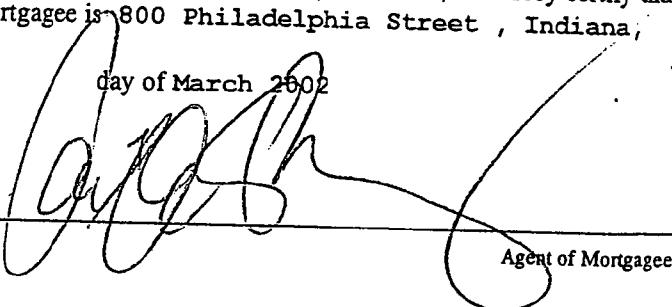
Certificate of Residence

I, CHRISTOPHER E. MOHNEY

do hereby certify that
the correct address of the within-named Mortgagee is 800 Philadelphia Street, Indiana,
PA 15701

Witness my hand this 4th

day of March 2002


Agent of Mortgagee

COMMONWEALTH OF PENNSYLVANIA,

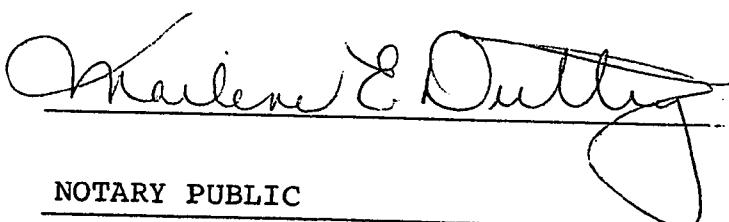
CLEARFIELD

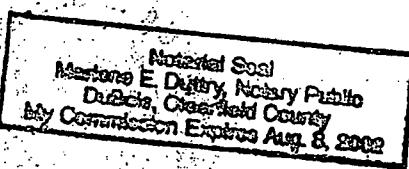
County ss:

On this, the 4th day of March, 2002, before me, the
undersigned officer, personally appeared
Timothy L. Ellis and Vicki L. Ellis

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

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission Expires:



NOTARY PUBLIC
Title of Officer

1000205888-3

Initials: 

ALL that certain piece or parcel of land situate in the City of Du Bois, Clearfield County, Pennsylvania, bounded described as follows, to wit:

KNOWN as Lot No. 14 as per Long's Addition to the City of Du Bois, and being 50 feet wide on East Long Avenue by 150 feet deep to an alley. Bounded on the South by East Long Avenue; East by Lot No. 15; West by Lot No. 13; and North by an alley.

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

The Commonwealth of Pennsylvania's
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE
PROGRAM

may be able to help 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 this Notice.

If you need more information call the
PENNSYLVANIA HOUSING FINANCE AGENCY
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 IMMEDIATAMENTE 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.



MEMBER FDIC

RESOURCE RECOVERY
456 Main Street
P.O. Box D
Brockway, PA 15824

814-268-1130
FAX 814-268-1126

October 27, 2005

TIMOTHY L ELLIS
VICKI L ELLIS
145 EAST LONG AVENUE
DUBOIS PA 15801

RE: Mortgage Loan #368-01000422103 Note number 00001

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.

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.

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

Timothy L. Ellis
Vicki L. Ellis
October 27, 2005
Page 2 of 4

Your mortgage is in default for the reasons set forth later 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 S & T Bank, you have the right to apply for financial assistance from the Homeowner's 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.

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 A 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

The MORTGAGE held by S & T Bank on your property located in the City of DuBois, Clearfield County, Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$378.00 each for the months of September and October, 2005 for a total of \$756.00). Late charges (and other costs) have also accrued to date in the amount of \$23.74. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$779.74**.

You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, 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:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE ITS RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit 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, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank 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. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, 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.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 S & T Bank 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.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE.** A notice of the actual date 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 is required or action will be by contacting a representative from S & T Bank at:

S & T Bank
Resource Recovery Department
456 Main Street, PO Box D
Brockway, PA 15824
Phone: 814-268-1130 Fax: 814-268-1126

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 S & T Bank at any time.

Timothy L. Ellis
Vicki L. Ellis
October 27, 2005
Page 4 of 4

You may or X 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 S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,



Carolyn M. Fridley
Resource Recovery Officer

CMF/amb
Enclosure

CLEARFIELD COUNTY

CCCS of Northeastern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668
Fax: (814) 238-3669

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(888) 599-2227 ext 108

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona, PA 16602
(888) 599-2227 ext 108
Fax: (814) 944-5747

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
Fax: (724) 465-5118

Keystone Economic Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
Fax: (814) 539-1688

NOTE

March 4th, 2002

[Date]

DuBois

[City]

Pennsylvania

[State]

145 East Long Avenue
DuBois, PA 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 25,600.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is S&T Bank

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.500 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 01, 2002. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 800 Philadelphia St.
Indiana, PA 15701

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 237.32

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

1000205888-3

MULTISTATE FIXED RATE NOTE-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

 -5N (0005).01
VMP MORTGAGE FORMS - (800)521-7291

Form 3200 1/01

Page 1 of 3

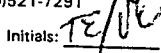
Initials: 

Exhibit "D"

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of **FIFTEEN** calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be **5.000 %** of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

1000205888-3

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

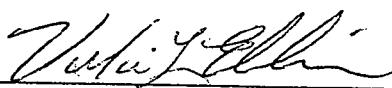
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Timothy E. Ellis

(Seal)

-Borrower



Vicky L. Ellis

(Seal)

-Borrower

Pay to the Order of _____, Without Recourse

S&T Bank
By: 

Joseph P. Merlo
Mortgage Closing Supervisor

[Sign Original Only]

1000205888-3

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

S&T BANK,

Plaintiff,

VS

TIMOTHY L. ELLIS and VICKI L. ELLIS
Defendants.

Action of Mortgage
No. 06 - G.D. Foreclosure

C O M P L A I N T

To The Within Defendants:

YOU ARE HEREBY NOTIFIED TO PLEAD
TO THE WITHIN COMPLAINT WITHIN
TWENTY (20) DAYS FROM THE DATE OF
SERVICE HEREOF.

GLEASON, CHERRY AND CHERRY, L.L.P.:

By Cherry, Michael
Attorneys for Plaintiff

LAW OFFICES
GLEASON, CHERRY & CHERRY, L.L.P.
P.O. Box 305
DU BOIS, PENNSYLVANIA 15801-0505

ONE NORTH FRANKLIN STREET

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 05 2006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

: No. 06 - 508 C.D.

Plaintiff,

:

vs.

: Type of Case: MORTGAGE FORECLOSURE

:

TIMOTHY L. ELLIS and VICKI L. ELLIS, : Type of Pleading: PRAECIPE TO REINSTATE
Defendants. :

: Filed on Behalf of: S&T BANK, Plaintiff

:

: Counsel of Record for this Party:

:

: PAULA M. CHERRY, ESQ.

: Supreme Court No.: 36023

:

: GLEASON, CHERRY AND CHERRY, L.L.P.

: Attorneys at Law

: One North Franklin Street

: P.O. Box 505

: DuBois, PA 15801-0505

:

: (814) 371-5800

:

FILED *Atty fd*
02-18-06 *7.00*
MAY 19 2006 *ICC Atty*

William A. Shaw *1 Comp* *to*
Prothonotary/Clerk of Courts *Shff*

(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff, : No. 06 - 508 C.D.

vs.

: ACTION OF MORTGAGE
FORECLOSURE

TIMOTHY L. ELLIS and VICKI L. ELLIS, :
Defendants. :

P R A E C I P E

TO: WILLIAM A. SHAW, PROTHONOTARY

Sir:

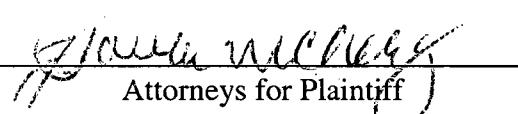
Please reinstate the Complaint in the above-captioned Mortgage Foreclosure Action for failure of the Sheriff to obtain service on Defendant, TIMOTHY L. ELLIS, within the required time period.

Dated this 19 day of May, 2006.

Respectfully submitted,

GLEASON, CHERRY AND CHERRY, L.L.P.

By


Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101552
NO: 06-508-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK

vs.

DEFENDANT: TIMOTHY L. ELLIS and VICKI L. ELLIS

SHERIFF RETURN

NOW, May 22, 2006, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY ELLIS.

NOW, May 31, 2006 AT 1:20 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TIMOTHY ELLIS, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
92.25 LM
JUN 15 2006

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101552
NO: 06-508-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK
vs.
DEFENDANT: TIMOTHY L. ELLIS and VICKI L. ELLIS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	GLEASON	11063	10.00
SHERIFF HAWKINS	GLEASON	11063	12.00
SHERIFF HAWKINS	GLEASON	11064	20.00

Sworn to Before Me This

____ Day of _____ 2006

So Answers,


by *Maelyn* *Hawkins*
Chester A. Hawkins
Sheriff

No. 06-508 C.D.

Personally appeared before me, Sandy Means, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on May 31, 2006 at 1:20 o'clock P.M. served the Notice and Complaint in Mortgage Foreclosure upon TIMOTHY L. ELLIS, defendant, in our office located at 200 Main Street, Borough of Brookville, County of Jefferson, State of Pennsylvania, by handing to the defendant personally, a true copy of the Notice and Complaint and by making known to him the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	18.00	Paid
Prothy:	2.00	
Total Costs:	20.00	
REFUNDED:	\$105.00	

Sworn and subscribed

6th

to before me this

day of 10 June 2006

By Sandy A. Demko

My Commission Expires
the 1st Mon. Jan. 2014

So Answers,

Sandra J. Means Deputy

Thomas A. Demko
Sheriff

JEFFERSON COUNTY, PENNSYLVANIA

FILED *Ampl 20.00*
03/23/07 Notice to Defs.
SEP 08 2006 Statement
William A. Shaw
Prothonotary/Clerk of Courts to Atty
EPA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :
Plaintiff, : No. 06 - 508 C.D.
vs. :
: ACTION OF MORTGAGE
TIMOTHY L. ELLIS and VICKI L. ELLIS, : FORECLOSURE
Defendants. :

P R A E C I P E

TO: WILLIAM A. SHAW, PROTHONOTARY

Dear Sir:

Enter judgment against the above-named Defendants, TIMOTHY L. ELLIS and VICKI L. ELLIS, and in favor of the Plaintiff, S&T BANK, in the sum of TWENTY-FOUR THOUSAND NINE HUNDRED FIFTY-NINE DOLLARS and NINETY-SEVEN CENTS (\$24,959.97), for failure to file an Answer within Twenty (20) days from service of the Complaint and for further failure to file an Answer within Ten (10) days from service of a Ten-day Default Notice, which Notice was served on each of the Defendants on July 11, 2006, a copy of which is attached hereto and made a part hereof as Exhibit "A".

Dated this 8th day of September, 2006.

GLEASON, CHERRY AND CHERRY, L.L.P.

By Rhonda Walker
Attorneys for Plaintiff

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

S&T BANK,

Plaintiff, : No. 06 - 508 C.D.
vs. :
: ACTION OF MORTGAGE
TIMOTHY L. ELLIS and VICKI L. ELLIS, : FORECLOSURE
Defendants. :

TO: TIMOTHY L. ELLIS
214 East Main Street
Sykesville, PA 15865

TO: VICKI L. ELLIS
101 South Jared Street
Apartment 1
DuBois, PA 15801

Date of Notice: July 11, 2006

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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:

Office of the Court Administrator
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830
(814) 765-2641 Ext. 5982

GLEASON, CHERRY AND CHERRY, L.L.P.

By *Paula McNamee*
Attorneys for Plaintiff
One North Franklin Street
P.O. Box 505
DuBois, PA 15801-0505

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

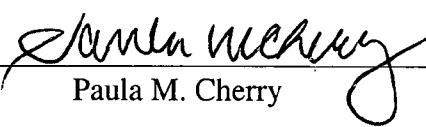
S&T BANK, :
Plaintiff, : No. 06 - 508 C.D.
vs. :
: ACTION OF MORTGAGE
TIMOTHY L. ELLIS and VICKI L. ELLIS, : FORECLOSURE
Defendants. :

AFFIDAVIT

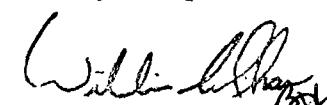
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY, Attorney for S&T BANK, Plaintiff, who, being duly sworn according to law, deposes and says that the last known address of the above-named Defendant, TIMOTHY L. ELLIS, is 214 East Main Street, Sykesville, Pennsylvania 15865; and that the last known address of the above-named Defendant, VICKI L. ELLIS, is 101 South Jared Street, Apartment 1, DuBois, Pennsylvania 15801.

Further deponent saith not.


Paula M. Cherry

Sworn to and subscribed before me this 8 day of September, 2006.


WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

S & T Bank

Vs.

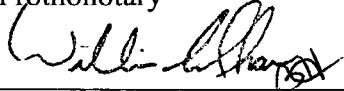
No. 2006-00508-CD

Timothy L. Ellis and Vicki L. Ellis

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$24,959.97 on September 8, 2006.

William A. Shaw
Prothonotary



William A. Shaw

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

S & T Bank
Plaintiff(s)

No.: 2006-00508-CD

Real Debt: \$24,959.97

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Timothy L. Ellis
Vicki L. Ellis
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 8, 2006

Expires: September 8, 2011

Certified from the record this 8th day of September, 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

Praeclipe for Writ of Execution - Money Judgments.

S&T BANK,

vs.

Plaintiff,

TIMOTHY L. ELLIS and VICKI L. ELLIS,
Defendants.

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

NO. 06 - 508 C.D.

Term, 19

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Issue writ of execution in the above matter,

FILED ^{1CCD}
01 3 23 2006 ^{lemons}
SEP 08 2006 ^{W/descr.}
to Shff

William A. Shaw
Prothonotary/Clerk of Courts

Atty pd
2000
600

- (1). directed to the Sheriff of Clearfield County;
(2). against the following property See Exhibit "A" attached hereto and made a part hereof of defendant(s) and
(3). against the following property in the hands of (name) garnishee;
(4). and index this writ
(a) against TIMOTHY L. ELLIS and VICKI L. ELLIS

defendant(s) and
(b) against , as garnishee,
as a lis pendens against real property of the defendant(s) in name of garnishee as follows:

(Specifically describe property)

(If space insufficient attach extra sheets)

(5). Amount due \$ 24,959.97

Interest from 3/1/2006, at the daily rate of \$4.5232377 \$

Costs (to be added) Prothonotary costs \$ 132.00

GLEASON, CHERRY AND CHERRY, L.L.P.:

By *Shawn M. Chey*
Attorney for Plaintiff(s)

RECEIVED WRIT THIS _____ day

No. 06 - 508 C.D. Term, 19
No. Term, 19
at _____ M.

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

S&T BANK,

vs.
Plaintiff,

TIMOTHY L. ELLIS and VICKI L.

ELLIS,

Defendants.

WRIT OF EXECUTION
(Money Judgments)

EXECUTION DEBT

97

Interest from 3/1/06

132.00

Use Attorney - -

Use Plaintiff - -

Attorney's Comm. -

Satisfaction - - -

Sheriff - - - -

GLEASON, CHERRY AND CHERRY, L.L.P.:

By _____
Attorney for Plaintiff(s)

Exhibit "A"

ALL that certain piece or parcel of land situate in the City of Du Bois, Clearfield County, Pennsylvania, bounded described as follows, to wit:

KNOWN as Lot No. 14 as per Long's Addition to the City of Du Bois, and being 50 feet wide on East Long Avenue by 150 feet deep to an alley. Bounded on the South by East Long Avenue; East by Lot No. 15; West by Lot No. 13; and North by an alley.

BEING the same premises which became vested in the Mortgagors herein by Deed of Edwina A. Kennedy, a widow, by her Attorney-in-Fact, Melvin E. Vance, dated March 16, 1992 and recorded in Clearfield County Deed and Record Book Vol. 1450, page 311.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

cc.

CIVIL ACTION

S&T BANK,

vs.

TIMOTHY L. ELLIS and VICKI L. ELLIS,
Defendants.

Plaintiff, : No. 06 - 508 C.D.
: ACTION OF MORTGAGE
: FORECLOSURE

WRIT OF EXECUTION

NOTICE

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. 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 exemptions, 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.

COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CLEARFIELD } SS.

To satisfy the judgment, interest and costs against TIMOTHY L. ELLIS
and VICKI L. ELLIS. defendants

- (1) you are directed to levy upon the property of the defendant and to sell his interest therein;

(2) you are also directed to attach the property of the defendant not levied upon in the possession of _____
as garnishee, _____ (Name of Garnishee)

(Specifically describe property)
and to notify the garnishee that

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

(3) if property of the Defendants 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 that he has been added as a garnishee and is enjoined as above stated.

(a) Principal	\$22,013.09
(b) Interest from September 1, 2005, March 1, 2006	963.07
(c) Late charges and fees	662.71
(d) Escrow deficiency	172.29
(e) Attorney's collection fee	<u>1,148.81</u>
	\$24,959.97
(d) Costs and additional interest to be added	

Prothonotary costs 132.00

WILLIAM A. SHAW, PROTHONOTARY:

By William A. Shaw
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 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 ACTION

S&T BANK,

vs.

Plaintiff,

vs.

TIMOTHY L. ELLIS and VICKI L. ELLIS,
Defendants.

Defendants.

No. 06 - 508 C.D.

ACTION OF MORTGAGE
FORECLOSURE

CLAIM FOR EXEMPTION

To the Sheriff:

the above-named Defendants 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 exemptions be

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

_____;

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

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

(2) From my property which is in the possession of a third party,

I claim the following exemptions:

(a) my \$300 statutory exemption: in cash; in

kind (specify property): _____;

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

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. § 4904 relating to unsworn falsification to
authorities.

Date: _____
(Defendant)

THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF CLEARFIELD COUNTY:

SHERIFF'S OFFICE
CLEARFIELD COUNTY COURTHOUSE
2ND & MARKET STREETS
CLEARFIELD, PA 16830

(814) 765-2641

FILED
013-23-06
SEP 08 2006
Shaw
6K

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, Plaintiff, : No. 06 - 508 C.D.
vs. : ACTION OF MORTGAGE
TIMOTHY L. ELLIS and VICKI L. ELLIS, : FORECLOSURE
Defendants. :

AFFIDAVIT PURSUANT TO RULE 3129.1

S&T BANK, Plaintiff in the above Action, sets forth as of the date the Praecept for the Writ of Execution was filed the following information concerning the real property located in the City of DuBois, Clearfield County, Pennsylvania, more particularly described in Exhibit "A" attached hereto and made a part hereof.

1. Names and addresses of Owners or Reputed Owners:

<u>Name</u>	<u>Address</u>
TIMOTHY L. ELLIS	214 East Main Street Sykesville, PA 15865
VICKI L. ELLIS	101 South Jared Street Apartment 1 DuBois, PA 15801

2. Names and addresses of Defendants in the Judgment:

<u>Name</u>	<u>Address</u>
TIMOTHY L. ELLIS	214 East Main Street Sykesville, PA 15865
VICKI L. ELLIS	101 South Jared Street Apartment 1 DuBois, PA 15801

3. Names and last known addresses of every judgment creditor whose judgment is a record lien on the real property to be sold:

<u>Name</u>	<u>Address</u>
S&T BANK	456 Main Street P.O. Box D Brockway, PA 15824
COMMONWEALTH OF PENNSYLVANIA	Bureau of Compliance P.O. Box 280948 Harrisburg, PA 17128-0946

4. Names and addresses of the last recorded holder of every Mortgage of record:

<u>Name</u>	<u>Address</u>
S&T BANK	456 Main Street P.O. Box D Brockway, PA 15824

5. Names and addresses of every other person who has any record lien on the property:
NONE.

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

<u>Name</u>	<u>Address</u>
ALEXIS J. STETZ, DuBOIS CITY TREASURER	P.O. Box 408 DuBois, PA 15801
CITY OF DuBOIS, BUREAU OF WATER	P.O. Box 408 DuBois, PA 15801

The proper municipal authorities in the City of DuBois, Clearfield County,

Pennsylvania, must be contacted to obtain any unpaid bills, water or sewer charges, or amounts owing on liens and bills which may not have been placed of record in the County Courthouse.

7. Names and addresses of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

CLEARFIELD COUNTY TAX CLAIM BUREAU	230 East Market Street Clearfield, PA 16830
DOMESTIC RELATIONS SECTION	230 East Market Street 3 rd Floor Clearfield, PA 16830
DOMESTIC RELATIONS SECTION	Jefferson County Drawer F Brookville, PA 15825

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

GLEASON, CHERRY AND CHERRY, L.L.P.

Dated: September 8, 2006

By Paula M. Cherry
Paula M. Cherry
Attorneys for Plaintiff

Exhibit "A"

ALL that certain piece or parcel of land situate in the City of Du Bois, Clearfield County, Pennsylvania, bounded described as follows, to wit:

KNOWN as Lot No. 14 as per Long's Addition to the City of Du Bois, and being 50 feet wide on East Long Avenue by 150 feet deep to an alley. Bounded on the South by East Long Avenue; East by Lot No. 15; West by Lot No. 13; and North by an alley.

BEING the same premises which became vested in the Mortgagors herein by Deed of Edwina A. Kennedy, a widow, by her Attorney-in-Fact, Melvin E. Vance, dated March 16, 1992 and recorded in Clearfield County Deed and Record Book Vol. 1450, page 311.

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED

2/200cm (ES)
OCT 03 2006

No further
William A. Shaw address in file
Prothonotary/Clerk of Courts

ALTOONA PA 166

12 SEP 2006

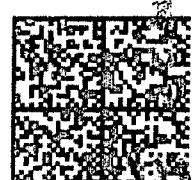
PA

40116505406

Hasler

09/12/2006
Mailed From 16830

\$00.396



US POSTAGE

Timothy L. Ellis
214 E. Main Street
Sykesville, PA 15882

ELLI 214 15882 09/07 1906 03 09/28/06
ELLIS RETURN TO SENDER
TIME MOVED LEFT NO ADDRESS
UNABLE TO FORWARD
RETURN TO SENDER

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

S & T Bank

Vs.

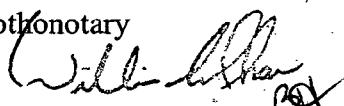
No. 2006-00508-CD

Timothy L. Ellis and Vicki L. Ellis

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$24,959.97 on September 8, 2006.

William A. Shaw
Prothonotary



William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 06 - 508 C.D.
Plaintiff, :
vs. : Type of Case: MORTGAGE FORECLOSURE
: :
TIMOTHY L. ELLIS and VICKI L. ELLIS, : Type of Pleading: AFFIDAVIT
Defendants. :
: Filed on Behalf of: S&T BANK, Plaintiff
: :
: Counsel of Record for this Party:
: :
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
: :
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: :
: (814) 371-5800
: :
: :

FILED ICC
01/4/06 SA Atty
DEC 04 2006
JW

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, :
Plaintiff, : No. 06 - 508 C.D.
vs. :
: ACTION OF MORTGAGE
TIMOTHY L. ELLIS and VICKI L. ELLIS, : FORECLOSURE
Defendants. :

A F F I D A V I T

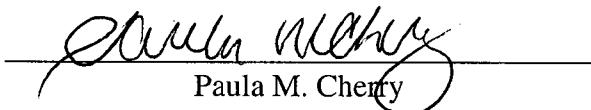
COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

Personally appeared before me, the undersigned officer, PAULA M. CHERRY,
Attorney for S&T BANK, Plaintiff in the above action, who, being duly sworn according to
law, deposes and says as follows:

1. That the Affidavit Pursuant to Rule 3129.1 filed in this action set forth the last known address of Defendant/Owner, TIMOTHY L. ELLIS, as 214 East Main Street, Sykesville, Pennsylvania 15865.
2. That after filing the Affidavit Pursuant to Rule 3129.1, Defendant, TIMOTHY L. ELLIS, moved from 214 East Main Street, Sykesville, Pennsylvania 15865, to 9 North Jared Street, DuBois, Pennsylvania 15801.
3. That service of the Notice of Sheriff's Sale in the above-captioned case, which Sale is scheduled for January 5, 2007, at 10:00 o'clock A.M., was made on Defendant, TIMOTHY

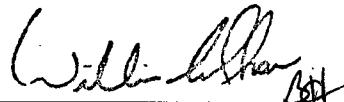
L. ELLIS, by certified mail to Defendant at his address of 9 North Jared Street, DuBois, Pennsylvania 15801, on December 1, 2006, as is stamped on the Receipt for Certified Mail attached hereto, and by personal service performed by Pennsylvania State Constable Llyn A. Hartzfeld on December 1, 2006, at 7:30 o'clock P.M., by handing a copy of the attached Notice of Sheriff Sale to the Defendant at his residence at 9 North Jared Street, DuBois, Pennsylvania, as set forth on the Proof of Service executed by the said Llyn A. Hartzfeld which is attached hereto and made a part hereof.

4. That service of the Notice of Sheriff's Sale was made on all other parties listed in the Affidavit Pursuant to Rule 3129.1, on December 1, 2006, by certified mail as is stamped on the Receipts for Certified Mail which are attached hereto.



Paula M. Cherry

Sworn to and subscribed before me this 4th day of December, 2006.



WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

PROOF OF SERVICE

To whom it may concern:

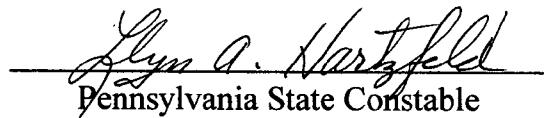
Now be it known that I, Llyn A. Hartzfeld, one of the Constables within the Commonwealth of Pennsylvania, being duly sworn according to law, does hereby depose and say that on the 1st day of December 2006 the original Notice of Sheriff's Sale in Action Of Mortgage Foreclosure No. 06-508 C.D.

was served upon Timothy L. Ellis

address 9 North Jared Street DuBois, PA 15801

time 7:30 PM

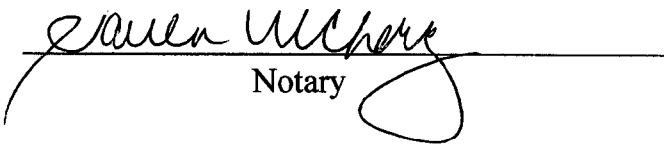
manner of service: Hand Delivered



Llyn A. Hartzfeld
Pennsylvania State Constable

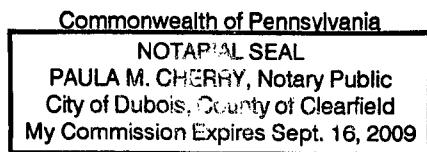
Sworn to and subscribed before me on this the

1st Day of December 2006



Paula M. Cherry
Notary

(SEAL)



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

Plaintiff : No. 06 - 508 C.D.
vs. :
: ACTION OF MORTGAGE
TIMOTHY L. ELLIS and VICKI L. ELLIS, : FORECLOSURE
Defendants. :

NOTICE OF SHERIFF'S SALE

By virtue of Writ of Execution issuing out of the Court of Common Pleas of Clearfield County, Pennsylvania, No. 06 - 508-CD EX., to me directed, there will be exposed to public sale or venue on FRIDAY, JANUARY 5, 2007, at 10:00 o'clock A.M., at the Sheriff's Office at the Courthouse, Clearfield, Pennsylvania, the property described on Exhibit "A", attached hereto and made a part hereof, seized and taken in execution as the property of TIMOTHY L. ELLIS and VICKI L. ELLIS, and to be sold by the Sheriff of Clearfield County.

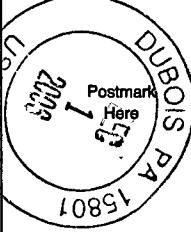
All parties in interest and claimants will take notice that a Schedule of Distribution will be filed on January 8, 2007, and that distribution will be made in accordance with the Schedule unless exceptions are filed thereto within ten (10) days thereafter.

Dated: September 28, 2006



Sheriff

7005 0390 0001 0375 1452

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
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.79
 Postmark Here	
Sent To TIMOTHY L. ELLIS	
Street, Apt. No., or PO Box No. 9 North Jared Street	
City, State, ZIP+4 DuBois, PA 15801	
PS Form 3800, June 2002	See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

- Certified Mail may ONLY be combined with First-Class Mail® or Priority Mail®.
- Certified Mail is *not* available for any class of international mail.
- **NO INSURANCE COVERAGE IS PROVIDED** with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS® postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.
Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**

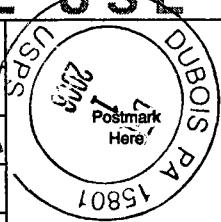
RECEIVED
2005-03-06 10:00:00

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
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.79



Sent To
VICKI L. ELLIS
Street, Apt. No.; 101 South Jared Street
or PO Box No. Apartment 1
City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002 *See Reverse for Instructions*

Certified Mail Provides:

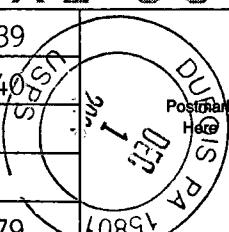
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- A unique identifier for your mailpiece
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0375 1735
0001 0000 0390 0005 7005

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$.39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.79
	
Sent To COMMONWEALTH OF PA, Bureau of Compliance	
Street, Apt. No., or PO Box No. P.O. Box 280948	
City, State, ZIP+4 Harrisburg, PA 17128-0946	
PS Form 3800, June 2002	See Reverse for Instructions

Certified Mail Provides:

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

Important Reminders:

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Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**

7005 0390 0001 0375 1728

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$.39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.79
<i>Sent To</i> ALEXIS J. STETZ, DuBOIS CITY TREASURER Street, Apt. No.; or PO Box No. P.O. Box 408 City, State, ZIP+4 DuBois, PA 15801	
PS Form 3800, June 2002	See Reverse for Instructions

Postmark Here

DUBoIS PA 15801

Certified Mail Provides:

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- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

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Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**

7005 0390 0001 0375 1711

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$.39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.79

Subj
1
Postmark
Here
DUBOIS PA 15801

Sent To
CITY OF DuBOIS, BUREAU OF WATER
Street, Apt. No.; P.O. Box 408
or PO Box No.
City, State, ZIP+4 DuBois, PA 15801

PS Form 3800, June 2002 See Reverse for Instructions

Certified Mail Provides:

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4704 5375 0001 0390 0005 7005

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$.39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.79
<i>Sent To</i> Clearfield County Tax Claim Bureau Street, Apt. No., or PO Box No. 230 East Market Street City, State, ZIP+4 Clearfield, PA 16830	
PS Form 3800, June 2002	
See Reverse for Instructions	

PA 15801
DUBOIS
2006
Postmark
Here

Certified Mail Provides:

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Internet access to delivery information is not available on mail
addressed to APOs and FPOs.**

7005 0390 0001 0375 1698

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$.39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.79
Sent To Domestic Relations Section Street, Apt. No.; 230 East Market Street or PO Box No. 3rd Floor City, State, ZIP+4 Clearfield, PA 16830	
PS Form 3800, June 2002	
See Reverse for Instructions	

15801 DUBOIS, PA Postmark Here

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addressed to APOs and FPOs.**

1681
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7005

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com ®	
OFFICIAL USE	
Postage	\$.39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.79

2007
Postmark
Here
15801
DUBOIS PA

Sent To Domestic Relations Section
Street, Apt. No., Jefferson County
or PO Box No. Drawer F
City, State, ZIP+4 Brookville, PA 15825

See Reverse for Instructions

USPS Form 3800, June 2002

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Exhibit "A"

ALL that certain piece or parcel of land situate in the City of Du Bois, Clearfield County, Pennsylvania, bounded described as follows, to wit:

KNOWN as Lot No. 14 as per Long's Addition to the City of Du Bois, and being 50 feet wide on East Long Avenue by 150 feet deep to an alley. Bounded on the South by East Long Avenue; East by Lot No. 15; West by Lot No. 13; and North by an alley.

BEING the same premises which became vested in the Mortgagors herein by Deed of Edwina A. Kennedy, a widow, by her Attorney-in-Fact, Melvin E. Vance, dated March 16, 1992 and recorded in Clearfield County Deed and Record Book Vol. 1450, page 311.

SEIZED, taken in execution to be sold as the property of TIMOTHY L. ELLIS AND VICKI L. ELLIS, at the suit of S&T BANK. JUDGMENT NO. 06-508-CD

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20442
NO: 06-508-CD

PLAINTIFF: S&T BANK

vs.

DEFENDANT: TIMOTHY L. ELLIS AND VICKI L. ELLIS

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 09/08/2006

LEVY TAKEN 09/29/2006 @ 10:30 AM

POSTED 09/29/2006 @ 10:30 AM

SALE HELD 01/05/2007

SOLD TO FEDERAL NATIONAL MORTGAGE ASSOCIATION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 02/05/2007

DATE DEED FILED 02/05/2007

PROPERTY ADDRESS 145 E. LONG AVENUE DUBOIS , PA 15801

FILED
02/30/07
FEB 05 2007
JK

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

@ SERVED TIMOTHY L. ELLIS

JEFFERSON COUNTY NOT ABLE TO SERVE TIMOTHY L. ELLIS HE HAS MOVED LEFT NO FORWARDING ADDRESS.

10/12/2006 @ 12:00 PM SERVED VICKI L. ELLIS

SERVED VICKI L. ELLIS, DEFENDANT, AT HER RESIDENCE 101 SOUTH JARED STREET, APT. 1, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO VICKI L. ELLIS

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

@ SERVED TIMOTHY L. ELLIS

ATTY OFFICE SERVED TIMOTHY L. ELLIS BY PROCESS SERVER.

12/07/2006 @ SERVED TIMOTHY L. ELLIS

SERVED BY CERT MAIL AND REG MAIL TO 9 NORTH JARED STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA CERT #70060810000145073022. CERT MAIL RETURNED TO SHERIFF'S OFFICE 12/29/06

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20442
NO: 06-508-CD

PLAINTIFF: S&T BANK

vs.

DEFENDANT: TIMOTHY L. ELLIS AND VICKI L. ELLIS

Execution REAL ESTATE

SHERIFF RETURN

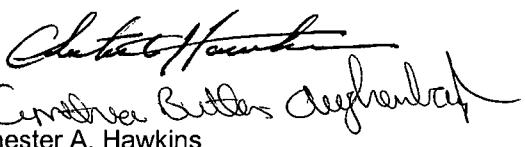
SHERIFF HAWKINS \$287.83

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

____ Day of _____ 2007

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK,

vs.

TIMOTHY L. ELLIS and VICKI L. ELLIS,
Defendants.

Plaintiff, : No. 06 - 508 C.D.
: :
: ACTION OF MORTGAGE
: FORECLOSURE

WRIT OF EXECUTION

NOTICE

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. 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 exemptions, 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.

COURT ADMINISTRATOR
Clearfield County Courthouse
230 East Market Street, Suite 228
Clearfield, PA 16830

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF CLEARFIELD) SS.

To satisfy the judgment, interest and costs against **TIMOTHY L. ELLIS**
and **VICKI L. ELLIS**. defendants

- (1) you are directed to levy upon the property of the defendant
and to sell his interest therein;
- (2) you are also directed to attach the property of the defendant
not levied upon in the possession of _____
as garnishee, _____ (Name of Garnishee)

(Specifically describe property)
and to notify the garnishee that

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

(3) if property of the Defendants 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 that he has been added as a garnishee and is enjoined as above stated.

(a) Principal	\$22,013.09
(b) Interest from September 1, 2005, March 1, 2006	963.07
(c) Late charges and fees	662.71
(d) Escrow deficiency	172.29
(e) Attorney's collection fee	<u>1,148.81</u>
	\$24,959.97
(d) Costs and additional interest to be added	

Received September 8, 2006 @ 3:15 P.M. Prothonotary costs 132.00
Chester A. Newlands
by Cynthia Butler Aughabay
WILLIAM A. SHAW, PROTHONOTARY:
By William A. Shaw 9/8/06
(Deputy)

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300 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 ACTION

S&T BANK,

vs.

Plaintiff,

No. 06 - 508 C.D.

TIMOTHY L. ELLIS and VICKI L. ELLIS,
Defendants.

ACTION OF MORTGAGE
 FORECLOSURE

CLAIM FOR EXEMPTION

To the Sheriff:

the above-named Defendants 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 exemptions be

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

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

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

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

(a) my \$300 statutory exemption: in cash; in

kind (specify property): _____;

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

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. § 4904 relating to unsworn falsification to
authorities.

Date: _____

(Defendant) _____

THIS CLAIM TO BE FILED WITH THE OFFICE
OF THE SHERIFF OF CLEARFIELD COUNTY:

SHERIFF'S OFFICE
CLEARFIELD COUNTY COURTHOUSE
2ND & MARKET STREETS
CLEARFIELD, PA 16830

(814) 765-2641

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME TIMOTHY L. ELLIS

NO. 06-508-CD

NOW, February 05, 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 January 05, 2007, I exposed the within described real estate of Timothy L. Ellis And Vicki L. Ellis to public venue or outcry at which time and place I sold the same to FEDERAL NATIONAL MORTGAGE ASSOCIATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	16.91
MILEAGE	15.00
POSTING	16.91
CSDS	15.00
COMMISSION	10.00
POSTAGE	0.00
HANDBILLS	10.19
DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	33.82
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	10.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$287.83

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$29.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	22,013.09
INTEREST @ %	0.00
FROM TO 01/05/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	189.92
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	1,760.09
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	1,707.85
PROPERTY INSPECTIONS	
INTEREST	2,494.57
MISCELLANEOUS	1,026.49
TOTAL DEBT AND INTEREST	\$29,232.01
COSTS:	
ADVERTISING	809.40
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	287.83
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	270.73
TOTAL COSTS	\$1,817.96

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

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20442

TERM & NO. 06-508-CD

S&T BANK

vs.

TIMOTHY L. ELLIS AND VICKI L. ELLIS

DOCUMENTS TO BE SERVED:
NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: DEC.4, 2006

MAKE REFUND PAYABLE TO RETURN TO BE SENT TO THIS OFFICE

SERVE: TIMOTHY L. ELLIS

ADDRESS: 214 EAST MAIN STREET
SYKESVILLE, PA 15865

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, October 2, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 06-508 C.D.

Now, November 9, 2006, I return the Notice of Sale, Writ of Execution and Copy of Levy for ~~TMOTHY~~ L. ELLIS, Defendant, to the Clearfield County Sheriff's Office marked "not found; defendant has moved and left no forwarding address".

Advance Costs Received:	\$ 125.00
My Costs:	86.90 Paid
Prothys:	2.00
Total Costs:	88.90
REFUNDED:	\$ 36.10

Sworn and subscribed
to before me this 13th
day of November 2006
By Lorraine A. Dennis, Deputy
Prothonotary

So Answers,


Lorraine A. Dennis
Sheriff

JEFFERSON COUNTY, PENNSYLVANIA



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

7006 0810 0001 4507 3022

016H16505405
\$04.880
12/07/2006
Mailed From 16830
US POSTAGE



NOTICED 12/14/06

TIMOTHY L. ELLIS
9 NORTH JARED STREET
DUBOIS, PA 15801
NIXIE 165 12/27/06

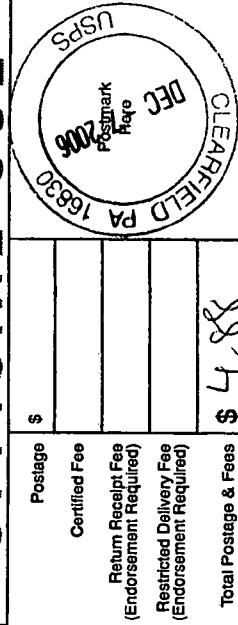
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

BC: 16830247201 *0596-01781-27-92
16830247202

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

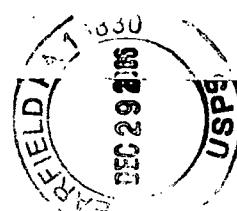
Postage	\$ 0.00
Certified Fee	\$ 0.00
Return Receipt Fee (Endorsement Required)	\$ 0.00
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 0.00



Send To
Street/ Apt. No. or PO Box No.
City/ State/ Zip/4

PS Form 3800, June 2002
See Reverse for Instructions

SENDER: COMPLETE THIS SECTION																			
PLACE STICKER AT TOP OF ENVELOPE OR ON THE REVERSE OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.																			
CERTIFIED MAIL																			
COMPLETE THIS SECTION ON DELIVERY																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50px; text-align: center; padding: 5px;"> A. Signature </td> <td style="width: 50px; text-align: center; padding: 5px;"> <input checked="" type="checkbox"/> Agent </td> </tr> <tr> <td style="text-align: center; padding: 5px;"> X </td> <td style="text-align: center; padding: 5px;"> <input type="checkbox"/> Addressee </td> </tr> <tr> <td style="text-align: center; padding: 5px;"> B. Received by (Printed Name) </td> <td style="text-align: center; padding: 5px;"> C. Date of Delivery </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;"> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;"> 3. Service Type </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;"> <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;"> 4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;"> 2. Article Number <i>(Transfer from service label)</i> 7006 0810 0001 4507 3022 </td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;"> PS Form 3811, February 2004 Domestic Return Receipt 102598-02-M-1540 </td> </tr> </table>		A. Signature	<input checked="" type="checkbox"/> Agent	X	<input type="checkbox"/> Addressee	B. Received by (Printed Name)	C. Date of Delivery	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		3. Service Type		<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		2. Article Number <i>(Transfer from service label)</i> 7006 0810 0001 4507 3022		PS Form 3811, February 2004 Domestic Return Receipt 102598-02-M-1540	
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

S&T BANK, : No. 06 - 508 C.D.
Plaintiff, :
vs. : Type of Case: MORTGAGE FORECLOSURE
: :
TIMOTHY L. ELLIS and VICKI L. ELLIS, : Type of Pleading: COMPLAINT
Defendants. :
: Filed on Behalf of: S&T BANK, Plaintiff
: :
: Counsel of Record for this Party:
: :
: PAULA M. CHERRY, ESQ.
: Supreme Court No.: 36023
: :
: GLEASON, CHERRY AND CHERRY, L.L.P.
: Attorneys at Law
: One North Franklin Street
: P.O. Box 505
: DuBois, PA 15801-0505
: :
: (814) 371-5800
: :
: :

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

MAR 31 2006

Attest.

W. A. B.
Prothonotary/
Clerk of Courts