

06-544-CD
National Credit Union vs Hi-Lo

National Credit vs Hi-Lo Hunt Club
2006-544-CD

Clearfield County Court of Common Pleas

User: LMILLER

ROA Report

Case: 2006-00544-CD

Current Judge: Fredric Joseph Ammerman

National Credit Union Administration Board vs. Hi-Lo Hunt Club, Inc.

Civil Other

Date		Judge
4/7/2006	New Case Filed.	No Judge
	✓ Filing: Civil Complaint-Mortgage Foreclosure, situate in Chest Township. Paid by: Harris, Bradford J. (attorney for National Credit Union Administration Board) Receipt number: 1913249 Dated: 04/07/2006 Amount: \$85.00 (Check) 2CC Shff.	No Judge
5/4/2006	✓ Sheriff Return, April 10, 2006, sheriff of Clinton County was deputized. April 12, 2006 at 10:50 am served the within Complaint in Mortgage Foreclosure on Hi-Lo Hunt Club Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Wentz \$40.00 Clinton Co. costs pd by Wentz \$37.80	No Judge
5/18/2006	✓ Amended Sheriff Return, May 18, 2006 file amended Sheriff return from Clinton County Sheriff service was made on Michael Salisbury, secretary for Hi-Lo Hunt Club Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
5/19/2006	✓ Proof of Service, filed. A true and correct copy of the "Important Notice" of intent to enter default judgment in the above case was caused to be served upon Hi-Lo Hunt Club Inc., c/o Michael Salisbury, filed by s/ Bradford J. Harris Esq. No CC.	No Judge
8/3/2006	✓ Filing: Praecipe to Enter Default Judgment Paid by: Harris, Bradford J. (attorney for National Credit Union Administration Board) Receipt number: 1914973 Dated: 08/03/2006 Amount: \$20.00 (Check) Judgment entered against the Defendant in the amount of \$49,295.53 Cert. Copy with Noitce to Defendant 2 Cert. to Atty.	No Judge
8/4/2006	✓ Filing: Praecipe for Writ of Execution Paid by: Wentz Weaver Kling Receipt number: 1915002 Dated: 08/04/2006 Amount: \$20.00 (Check) 1 Cert. to Atty. and 6 Writs issued to Sheriff.	No Judge
10/2/2006	✓ Motion to Reassess Damages And Modify Judgment, filed by s/ Bradford J. Harris, Esquire. 2CC	No Judge
	✓ Proof of Service, filed. A true and correct copy of the Rule to Show Cause, proposed Order and Motion to Reassess Damages and Modify Judgment in the above case on Hi-Lo Hunt Club Inc., filed by s/ Bradford J. Harris Esq. 2CC Atty Harris.	No Judge
	Proof of Service, filed. A true andmd correct copy of the Rule to Show Cause, proposed Order and Motion to Reassess Damages and Modify Judgment in the above case was caused to be served upon Hi-Lo Hunt Club Inc., filed by Bradford J. Harris Esq. 2CC atty Harris.	Fredric Joseph Ammerman
11/6/2006	✓ Amended Motion to Reassess Damages And Amend Judgment, filed by s/ Bradford J. Harris, Esquire. 2CC Atty. Harris	No Judge
	✓ Proof of Service, filed. A true and correct copy of the proposed orders and Amended Motion to Reassess Damages and Amend Judgment in the above case was served upon Hi-Lo Hunt Club, Inc., filed by s/ Bradford J. Harris Esq. 2CC Atty Harris.	No Judge
	✓ Request For Admissions, filed by s/ Bradford J. Harris, Esquire. 2CC Atty. Harris	No Judge
	✓ Proof of Service, Copy of the Request for Admissions was served upon Hi-Lo Hunt Club, Inc. by first class mail on Nov. 3, 2006. Filed by s/ Bradford J. Harris, Esquire. 2CC Atty. Harris	No Judge

Clearfield County Court of Common Pleas
Fees Distribution Report
CT COMMON PLEAS,
All Case Types
From 12/01/2006 08:00 AM to 12/31/2006 05:00 PM
Sorted by Fee Distribution Type and Effective Date

User: LMILLER

Fee Type:	MISC				
Effective Date:	5/9/2006				
Record/Index (5 Year) - Number of fees collected: 2					
Receipt Date	Receipt Number	Proth Co Fees			Receipt Total
12/27/2006	01:29 PM 1916941	7.00		Case:	7.00
Payor: Weld, Tammy					
Distribution totals:		14.00			14.00
Satisfaction / Relief - Number of fees collected: 2					
Receipt Date	Receipt Number	Proth Co Fees			Receipt Total
12/1/2006	02:07 PM 1916643	7.00		Case:	7.00
Payor: Wolpoff & Abramson LLP 97-617-CD					
12/28/2006	03:57 PM 1916971	7.00		Case:	7.00
Payor: Vince Centra Truck Repair (92-1545-CD)					
Distribution totals:		14.00			14.00
Sheriff's Acknowledgment - Number of fees collected: 12					
Receipt Date	Receipt Number	Proth Co Fees			Receipt Total
12/1/2006	02:49 PM 1916645	5.00		Case: 2005-00969-CD	5.00
Payor: Chester A. Hawkins, Sheriff					
12/8/2006	09:04 AM 1916719	5.00		Case: 2005-01607-CD	5.00
Payor: Chester A. Hawkins, Sheriff					
12/8/2006	02:02 PM 1916727	5.00		Case: 2006-00598-CD	5.00
Payor: Chester A. Hawkins, Sheriff					
12/11/2006	01:06 PM 1916741	5.00		Case: 2006-00779-CD	5.00
Payor: Chester A. Hawkins, Sheriff					
12/12/2006	02:52 PM 1916769	5.00		Case: 2006-00114-CD	5.00
Payor: Chester A. Hawkins, Sheriff					
12/13/2006	02:18 PM 1916793	5.00		Case: 2006-00366-CD	5.00
Payor: Chester A. Hawkins, Sheriff					
12/18/2006	10:45 AM 1916827	5.00		Case: 2005-01537-CD	5.00
Payor: Chester A. Hawkins, Sheriff					

Date: 1/8/2007

Time: 12:28 PM

Page 2 of 2

Clearfield County Court of Common Pleas

ROA Report

User: LMILLER

Case: 2006-00544-CD

Current Judge: Fredric Joseph Ammerman

National Credit Union Administration Board vs. Hi-Lo Hunt Club, Inc.

Civil Other

Date		Judge
11/21/2006	✓ Order, NOW, this 20th day of Nov. 2006, upon consideration of the attached motion, it is Ordered: a rule is entered upon Respondent Hi-Lo Hunt Club, Inc.. Respondent may file an answer to the motion within 20 days of the date of this Order. Depositions or request for admissions and answers thereto, shall be completed within 30 days of the date of this Order; in the event the Respondent answers the motion, an evidentiary hearing and argument on disputed issues of material fact shall be held on Jan. 10, 2007 in Courtroom 1 @ 1:30 p.m. Notice of the entry of this order shall be provided to all parties by Movant. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC Atty. Harris	Fredric Joseph Ammerman
11/27/2006	✓ Affidavit of Service of Notice of Sheriff Sale of Real Property, Re: Hi-Lo Hunt Club, Inc. filed by Atty. Harris. 1 Cert. to Atty.	Fredric Joseph Ammerman
	✓ Affidavit of Service of Notice of Sheriff Sale of Real Property, RE: List on Exhibit "A". filed by Atty. Harris 1 Cert. to Atty.	Fredric Joseph Ammerman
11/29/2006	✓ Motion For Expedited Hearing, filed by Atty. Harris 1 Cert. to Atty.	Fredric Joseph Ammerman
	✓ Order Rescheduling Hearing, NOW, this 29th day of Nov., 2006, upon consideration of the attached motion, it is ordered that this Court's Order dated Nov. 20, 2006 is amended to reschedule the hearing enumerated therein by deleting paragraph 5 of said Order and replacing same with the following: 5. in the event that Respondent answers the motion, and evidentiary hearing and argument on disputed issues of material fact shall be held on January 2, 2007 in Courtroom No. 1 at 3:00 p.m. of the Clfd. Co. Courthouse.... Notice of the entry of this order shall be provided to all parties by Movant. By the Court, /s/ Fredric J. Ammerman, Pres. Judge. 2CC to Atty.	Fredric Joseph Ammerman
11/30/2006	✓ Proof of Service, filed. A true and correct copy of the Order dated November 20, 2006, proposed Order, and Amended Motion to Reassess Damages and Amend Judgment was served upon Hi-Lo Hunt Club Inc., filed by s/ Bradford J. Harris Esq. No CC.	Fredric Joseph Ammerman
12/1/2006	✓ Proof of Service, filed. A true and correct copy of the Order Rescheduling Hearing was caused to be served upon Hi-Lo Hunt Club Inc., filed by s/ Bradford J. Harris Esq. No CC.	Fredric Joseph Ammerman
1/3/2007	✓ Order AND NOW, this 2nd day of January 2007, upon motion of Plaintiff to reassess damages and modify the judgment against defendant in the above-captioned action, and no objections to the same being filed, IT IS ORDERED AND DECREED that the judgment originally entered in the above-captioned action is modified and entered in favor of the Plaintiff and against the Defendant in the amount of \$53,893.37, plus until paid, interest thereon at the rate of 7.5% per annum (\$8.43 per diem), late charges at the rate of \$26.71 per month, attorney fees of 10% of the foregoing accruing amounts and costs. IT IS FURTHER ORDERED AND DECREED that the Clearfield County Prothonotary and Clearfield County Sheriff shall change their records and dockets accordingly to reflect said amended judgment. BY THE COURT: /s/ Fredric J. Ammerman, P. Judge. 1cc Shff., 2CC Atty Harris w/memo.	Fredric Joseph Ammerman

Receipt Date	Receipt Number	Proth Co Fees	Case:	Sealed	Receipt Total
12/16/2006	01:41 PM 1916697	3.00	Case: Dennison, Dennison & Harper		3.00
	Payor: Dennison, Dennison & Harper				
12/17/2006	11:00 AM 1916704	24.00			24.00
	Payor: Smeal		Case: 2005-00349-CD		3.00
12/13/2006	10:55 AM 1916775	3.00	Case: Julian Law Firm		9.00
	Payor: Julian Law Firm				
12/13/2006	01:00 PM 1916784	9.00			9.00
	Payor: Thomas E. Crenney & Associates, LLC		Case:		3.00
12/19/2006	03:16 PM 1916851	3.00	Case: Hopkins, David		6.00
	Payor: Hopkins, David				
12/26/2006	04:20 PM 1916920	6.00			6.00
	Payor: Crystal Maines		Case:		9.00
12/28/2006	10:54 AM 1916950	9.00	Case: Peter F. Smith, Attorney	Case: 2006-00903-CD	9.00
	Payor: Peter F. Smith, Attorney				
12/28/2006	04:06 PM 1916973	6.00			6.00
	Payor: Fredrick M. Neiswender		Case: 2006-01118-CD		6.00

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorney for Plaintiff

FILED 2cc shf
m 10:56 AM
APR 07 2006
Any pd. 85.00
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION—MORTGAGE FORECLOSURE**

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE :
LOCK HAVEN AREA FEDERAL CREDIT UNION :
Plaintiff, :

v. :

HI-LO HUNT CLUB, INC., :
Defendant. :

No. 06-544-CD

COMPLAINT

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 upon you, by entering a written appearance personally (or by attorney) and by filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court, without further notice, for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

NOTICIA

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Usted debe presentar una apariciencia escrita o en persona o por abogado y archivar en la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede entrar una orden contra usted sin previo aviso o notificacion y por cualquier queja o alivio que es pedido en la peticion de demanda. Usted puede perder dinero o sus propiedades o otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABODAGO INMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

David S. Meholick, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

COMPLAINT

AND NOW, comes Plaintiff, by and through its attorney, Bradford J. Harris, Esquire, of Wentz Weaver Kling Good & Harris, LLP, and complains in mortgage foreclosure against Defendant as follows:

Parties

1. The Plaintiff is the National Credit Union Administration Board (herein "NCUA"), as Liquidating Agent of the Lock Haven Area Federal Credit Union (herein "LHFCU"), whose principal office is at 4807 Spicewood Springs Road, Suite 5100, Austin, TX 78759-8490; and it is an agency and instrumentality of the United States of America (herein "US") that became the owner and holder of the herein-described Note on or about August 8, 2005 pursuant to state and federal law when the Secretary of the Pennsylvania Department of Banking appointed NCUA as liquidating agent of LHFCU, because it was determined to be in an unsafe and unsound condition to transact its business.

2. The Defendant is Hi-Lo Hunt Club, Inc., which is a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 334 East Water Street, Lock Haven, PA 17745, and it is the mortgagor and real owner of the Mortgaged Premises described herein, having acquired title by deed dated on or about October 10, 2002 and recorded on or about February 14, 2003 in the Clearview County, Pennsylvania, Recorder's Office to Instrument Number 200302183 *et seq.*, which deed is incorporated herein by reference.

Mortgage

3. On or about April 14, 2004, Defendant made, executed, and delivered to Lock Haven Area Federal Credit Union, who is now liquidated by National Credit Union Administration Board, a Note and Mortgage, which Mortgage contains a description of the Mortgaged Premises subject to said Mortgage and was recorded on or about April 29, 2004 in the Clearfield County, Pennsylvania, Recorder's Office to Instrument Number 200406594 *et seq.* Said Mortgage and Note are incorporated herein by reference, along with the true and correct copies of same that are attached hereto as "Exhibit A".

Mortgage Assignments

4. There have been no assignments of said Mortgage and Note.

Description of Land Subject to Mortgage and this Action

5. The Mortgaged Premises is approximately 100 acres located near or about the

intersection of Route 36 and Township Road 3014 in Chest Township, Clearfield County, Pennsylvania, and the metes and bounds description of the land subject to said Mortgage and being foreclosed upon pursuant to this action is attached hereto as "Exhibit B" and incorporated herein by reference.

Defaults

6. Said Mortgage and Note are in default because Defendant did not make the required monthly payments of principal and interest to Plaintiff, or its hereinabove-described predecessor, in the amount of \$534.28 for each of the months of September 2005 through the date of filing of this Complaint.

7. By reason of said defaults, Plaintiff hereby exercises its option to declare the entire amount owing upon said Mortgage and Note immediately due and payable in accordance with their terms and provisions.

8. By reason of said defaults and acceleration, the following amounts are due in accordance with the terms of said Mortgage:

Unpaid principal balance	\$41,032.39
Interest balance at 7.5% per annum (\$8.43 per diem) thru 4/3/06	2051.60
Late Charges @ \$26.71/mo.	186.97
Miscellaneous expenses (inspections, appraisals, title searches, etc.)	450.00
Attorney fee*	<u>4372.10</u>
TOTAL AMOUNT DUE	<u>\$48,093.06</u>

*The attorney fee stated above represents the amount through the completion of this action and execution therein. If Defendant desires to reinstate (assuming that Defendant has the right to reinstate) or pay the Note and Mortgage in full at any time in accordance with applicable law and said documents, the actual attorney fee amount that must be paid at that time may be less than the amount stated above, and the actual amount then due may be obtained by contacting Plaintiff's undersigned attorneys at the address and phone number enumerated below.

Inapplicability of Loan Interest and Protection Law

9. This Action is not subject to the provisions of Pennsylvania's Loan Interest and Protection Law, Act of January 30, 1974, P.L. 13, No. 6 (41 P.S. §§ 101 *et seq.*), as amended, nor are notices required to be sent to Defendant pursuant to said Act because, *inter alia*, Defendant is not a "residential mortgage debtor" within the meaning of said Act since Defendant is a corporate borrowers.

**Inapplicability of Homeowners' Emergency
Assistance Act to Defendant**

10. The provisions of Pennsylvania's Homeowners' Emergency Assistance Act, Act of December 23, 1983, P.L. 385, No. 91 (35 P.S. §§ 1680.401c *et seq.*), as amended, are not applicable to Defendant or this action as it pertains to said Defendant, nor are notices required to be sent to said Defendant in accordance with said Act because, *inter alia*, said Defendant is not a "mortgagor" within the meaning of said act since said Defendant is a corporate borrower.

WHEREFORE, Plaintiff respectfully requests the Court to enter an *in rem* judgment in its favor and against Defendant in the amount of \$48,093.06, together with interest thereon until paid at the rate of 7.5% per annum (\$8.43 per diem) from 4/4/06, late charges at \$26.71 per month, attorney fees of 10% of the foregoing accruing amounts, and for all other interest, attorney fees, costs, and charges collectable under said Mortgage and Note; and for any and all other relief as the Court deems appropriate.

**WENTZ WEAVER KLING
GOOD & HARRIS, LLP**

Dated: April 4, 2006

By: 

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

VERIFICATION

We verify that the statements made in the foregoing document are true and correct to the best of our knowledge, information, or belief. I verify that I am the Agent for the Liquidating Agent of the National Credit Union Administration Board, as Liquidating Agent for the Lock Haven Area Federal Credit Union, and that as such, I am authorized to make this verification on behalf of said party. We understand that false statements therein are made subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.

**NATIONAL CREDIT UNION ADMINISTRATION
BOARD, as Liquidating Agent for the Lock Haven
Area Federal Credit Union**

DATED: 4/4/06

By: Julie Hunsicker, AIA
Julie Hunsicker
Title: Agent or Liquidating Agent

MORTGAGE

THIS MORTGAGE is made this 14th day of April, 2004, between the Mortgagor, Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation, and the Mortgagee, Lock Haven Area Federal Credit Union (herein "Borrower"), and the Mortgagee, Lock Haven Area Federal Credit Union (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 45,000.00, which indebtedness is evidenced by Borrower's note dated 4/14/2004 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on 4/14/2014;

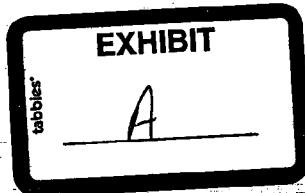
TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, State of Pennsylvania:

See attached schedule "A"

Identified as Clearfield County Assessment Map No. 109-E15-35
Chest Township

which has the address of _____, _____
[Street] [City]
Pennsylvania _____ (herein "Property Address"),
[Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."



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

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

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

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

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

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

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

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

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

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

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bond and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

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

21. **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 stated in the Note.

ALL that property lying and being in Chest Township, Clearfield County, Pennsylvania, and identified as Clearfield County Assessment Map No. 109-E15-35 and located near or about the intersection of Route 36 in Township road 3014. The property is more fully described on Exhibit "A" attached hereto.

BEING the same property identified in a Quiet Title action filed in the Court of Common Pleas of Clearfield County under No. 02-541-C.D. wherein all of the rights of the Mays heirs were extinguished with the sole exception of Patricia Mays who is a Grantor herein. In addition, Edward G. Mays died August 29, 1972 in Allegheny County, Pennsylvania without a spouse or children. Consequently, his share of the property passed to his surviving brothers and sisters named in the quiet title action. Clair Mays died April 29, 1974 in Allegheny County, Pennsylvania without a spouse or children. Consequently his share of the property passed to his surviving brothers and sisters named in the quiet title action.

BEING the same premises identified in a Deed dated September 18, 1882, from Christ Bennett and Mary Ann Bennett to George B. Mays recorded in the Clearfield County Office of the Recorder of Deeds in Volume 23 at page 360.

COMMUNITY SEWAGE SYSTEM. The property conveyed is not served by an existing community sewage system. Buyer is hereby notified that a permit for an individual sewage system will have to be obtained pursuant to the Pennsylvania Sewage Facilities Act 35 P.S. Section 750. The Buyer should contact the local agency charged with administering the Pennsylvania Sewage Facilities Act before signing this contract to determine the procedure and requirements for obtaining a permit for an individual sewage system if one has not already been obtained.

THE GRANTORS HEREIN STATE THAT THE HEREINABOVE DESCRIBED PROPERTY IS NOT PRESENTLY BEING USED FOR THE DISPOSAL OF HAZARDOUS WASTE NOR TO THE BEST OF HIS/HER/THEIR KNOWLEDGE, INFORMATION AND BELIEF HAS IT EVER BEEN USED FOR THE DISPOSAL OF HAZARDOUS WASTE. THIS STATEMENT IS MADE IN COMPLIANCE WITH THE SOLID WASTE MANAGEMENT ACT, NO. 1980-97, SECTION 405.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witness:

James A. Null II

James A. Null II, President

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

I hereby certify that the precise address of the Lender (Mortgagee) is:
13 First Street, Lock Haven, PA 17745

On behalf of the Lender.

By:

James A. Null II

Title:

CEO

Clinton

COMMONWEALTH OF PENNSYLVANIA,

County ss: 2004

On this, the

14th

day of

April

a notary public

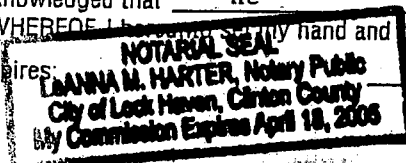
the undersigned officer, personally appeared

James A. Null II, President

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

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

My Commission expires:



Leanna M. Harter

Notary

Title of Officer

(Space Below This Line Reserved For Lender and Recorder)

REGISTER AND RECORDER
CLEARFIELD COUNTY, PA

INVOICE # 109775
0202-RECEIPT BL

-- CHARGES --

#001 MORTGAGE \$32.50

Instrument Number - 200406387
Recorded on - Apr 29, 2004 2:30:06 PM
Total Pages: 7
Mortgage - LOCK HAVEN AREA FEDERAL CREDIT UNION
Mortgagee - LOCK HAVEN AREA FEDERAL CREDIT UNION
Consideration - \$22,227.34

Fee Detail:
COUNTY RECORDING FEE \$13.00
IMPROVEMENT FEE - COUNTY \$2.00
IMPROVEMENT FEE - RECORDER \$3.00
JCS/ACCESS TO JUSTICE FEE \$10.00
PER PAGE FEE \$4.00
STATE WRIT FEE \$0.50

TOTAL CHARGES \$32.50

-- PAYMENTS --

CHECK: 4677037522 \$32.50

TOTAL PAYMENTS \$32.50

AMOUNT DUE \$32.50
PAYMENT ON INVOICE (\$32.50)
BALANCE DUE \$0.00

Customer:
LOCK HAVEN AREA FEDERAL CREDIT UNION
13 FIRST STREET
LOCK HAVEN, PA 17745

THANK YOU
KAREN L. STARCK

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder
Maurene Inlow - Chief Deputy

P.O. Box 361
1 North Second Street, Suite 103
Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

LOCK HAVEN AREA FEDERAL CREDIT UNION
13 FIRST STREET
LOCK HAVEN, PA 17745

Instrument Number - 200406594

Recorded On 4/29/2004 At 2:57:14 PM

* Instrument Type - MORTGAGE

* Total Pages - 7

Invoice Number - 109779

* Mortgagor - HI-LO HUNT CLUB INC

* Mortgagee - LOCK HAVEN AREA FEDERAL CREDIT UNION

* Customer - LOCK HAVEN AREA FEDERAL CREDIT UNION

*** FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$17.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$32.50

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

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

NOTE

04/14/2004 (Date) Lock Haven (City) Pa (State)
09-E15-35 Chest Township, Clearfield County (Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 45,000.00
(this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Lock Haven Area Federal Credit Union. I will make

all payments under this Note in the form of cash, check or money order, and any other person who has obligations under this Note when it is due to the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is a bona fide purchaser is entitled to receive payments under this Note is called the "Note Holder." I require the Note Holder to give notice to other parties that are due

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 7.50000%.

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 14th day of each month beginning on 05/14/2004.

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 04/14/2014, 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 Lock Haven Area Federal Credit Union

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. \$ 534.28.

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 any 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.

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: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) 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 15 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 5.00000% 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.

Form 3200 3/99



DH1A0

MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Bankers Systems, Inc., St. Cloud, MN Form MN-14/16/98

(page 1 of 2)

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing 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 n 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 prom made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or end of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Hc may enforce its rights under this Note against each person individually or against all of us together. This means that 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 disho "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" me the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections gi to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promi which I make in this Note. That Security Instrument describes how and under what conditions I may be required to m 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 federal 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.

James A Null II, President

(Seal
-Borrower

James A Null II President

(Seal
-Borrower

(Sign Original Only)

ALL that property lying and being in Chest Township, Clearfield County, Pennsylvania, and identified as Clearfield County Assessment Map No. 109-E15-35 and located near or about the intersection of Route 36 in Township road 3014. The property is more fully described on Exhibit "A" attached hereto.

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EXHIBIT

tabbles

B

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101423
NO: 06-544-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CREDIT UNION ADMINISTRATION BOARD

vs.

DEFENDANT: HI-LO HUNT CLUB, INC.

SHERIFF RETURN

NOW, April 10, 2006, SHERIFF OF CLINTON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HI-LO HUNT CLUB, INC..

NOW, April 12, 2006 AT 10:50 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON HI-LO HUNT CLUB, INC., DEFENDANT. THE RETURN OF CLINTON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

FILED
0/3:22/06
MAY 04 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101423
NO: 06-544-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NATIONAL CREDIT UNION ADMINISTRATION BOARD
vs.
DEFENDANT: HI-L0 HUNT CLUB, INC.

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	WENTZ	46002	10.00
SHERIFF HAWKINS	WENTZ	46002	30.00
CLINTON CO.	WENTZ	46028	37.80

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

DATE RECEIVED

101423
DATE PROCESSED**SHERIFF'S DEPARTMENT**

CLINTON COUNTY, PENNSYLVANIA

COURTHOUSE, BASEMENT, LOCK HAVEN, PA 17745

**SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN****INSTRUCTIONS:**

Print legibly, insuring readability of all copies.

Do not detach any copies. CCSD ENV.#

3/206

1. PLAINTIFF / S / National Credit Union Admin.		2. COURT NUMBER 06-544-CD
3. DEFENDANT / S / Hi-Lo Hunt Club, Inc.		4. TYPE OF WRIT OR COMPLAINT Notice & Complaint
SERVE ➡ AT	5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD. HI-LO HUNT CLUB, INC.	
	6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code) 00000	
7. INDICATE UNUSUAL SERVICE: <input type="checkbox"/> PERSONAL <input type="checkbox"/> PERSON IN CHARGE <input type="checkbox"/> DEPUTIZE <input type="checkbox"/> CERT. MAIL <input type="checkbox"/> REGISTERED MAIL <input type="checkbox"/> POSTED <input type="checkbox"/> OTHER		

NOW, 20, I, SHERIFF OF CLINTON COUNTY, PA., do hereby deputize the Sheriff of
County to execute this Writ and make return thereof according
to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF CLINTON COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

SERVE MICHAEL SALISBURY, 334 E. WATER ST., LOCK
HAVEN, PA 17745 OR JAMES A. NULL, II AT 114
CLINTON AVE., MILL HALL, PA 17751

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ
may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of
such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

☐ PLAINTIFF☐ DEFENDANT

BRADFORD J. HARRIS

10. TELEPHONE NUMBER

11. DATE

4/12/06

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy or Clerk and Title CHRISTINA M. BILBY SECRETARY	13. Date Received 4/12/06	14. Expiration/Hearing date 5/06/06
15. I hereby CERTIFY and RETURN that I <input type="checkbox"/> have personally served, <input checked="" type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handling/or Posting a TRUE and ATTESTED COPY thereof.			
16. <input type="checkbox"/> I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)			
17. Name and title of individual served Michael Salisbury, Attorney for Camp Hi-Lo		18. A person of suitable age and discretion then residing in the defendant's usual place of abode. <input type="checkbox"/>	Read Order <input type="checkbox"/>
19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)		20. Date of Service 4/12/06	21. Time 10:50 AM

22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
23. Advance Costs	24.	25.	26.	27. Total Costs	28. COST DUE OR REFUND										

AFFIRMED and subscribed to before me this

18th

day of

20

06

SO ANSWER.

By (Sheriff/Dep. Sheriff) (Please Print or Type)

Date

CHARLES R. ANKNEY

Signature of Sheriff

Date

SHERIFF OF CLINTON COUNTY

MY COMMISSION EXPIRES

NOTARIAL SEAL
Christina M. Bilby, NOTARY PUBLIC
City of Lock Haven, Clinton County, Penna.
Commission Expires December 4, 2007

I ACKNOWLEDGE RECEIPT OF THE SHERIFF'S RETURN
OF AUTHORIZED ISSUING AUTHORITY AND DATE

39. Date Received

PROTHONOTARY

SHERIFF'S RETURN OF SERVICE

The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid, _____ on the _____,
a true and attested copy thereof at _____.

The return receipt signed by _____
defendant on the _____ is hereto attached and
made a part of this return.

() (2) Outside the Commonwealth, pursuant to Pa. RCP.405 (c) (1) (2), by mailing a true and attested copy thereof at _____

in the following manner:

() (a) To the defendant by () registered () certified mail, return receipt requested, postage prepaid, addressee only on the _____, said receipt being returned NOT signed by defendant, but with a notation by the Postal Authorities that Defendant refused to accept the same. The returned receipt and envelope is attached hereto and made part of this return.

And thereafter:

() (b) To the defendant by ordinary mail addressed to defendant at same address, with the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not received said envelope back from the Postal Authorities. A certificate of mailing is hereto attached as a proof of mailing.

() (3) By publication in the Lock Haven Express, a weekly publication of general circulation in the County of Clinton, Commonwealth of Pennsylvania, one time with publication appearing _____

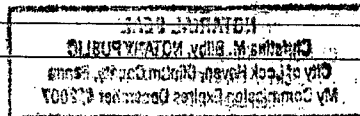
The affidavit from said Lock Haven Express is hereto attached.

(4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
_____ on the _____
a true and attested copy thereof at _____

The _____ returned by the Postal
Authorities marked _____
is hereto attached.

() (5) Other _____

JAN 1970
RECEIVED FROM JUDGE MONTAGNA





CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986
AFTER 4:00 P.M. (814) 765-1533
FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 101423

NATIONAL CREDIT UNION ADMINISTRATION BOARD

vs.

HI-LO HUNT CLUB, INC.

TERM & NO. 06-544-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 05/06/06

MAKE REFUND PAYABLE TO WENTZ WEAVER KLINE GOOD & HARRIS, LLP

SERVE: HI-LO HUNT CLUB, INC.

ADDRESS: JAMES A. NULL II, Pres/Treas. 114 CLINTON AVE., MILL HALL, PA 17751
SEE ATTACHED

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 CLINTON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, April 10, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 101423

NATIONAL CREDIT UNION ADMINISTRATION BOARD

NO. 06-544-CD

VS

HI-LO HUNT CLUB, INC.

COMPLAINT IN MORTGAGE
FORECLOSURE

AMENDED
SHERIFF'S RETURN

NOW May 18, 2006 file amended Sheriff return from Clinton County Sheriff stating service was made on Michael Salisbury, Secretary for Hi-Lo Hunt Club, Inc., defendant at Sheriff's Office, 230 E. Water St., Lock Haven, Pa.

No Costs

SWORN TO BEFORE ME THIS
_____ DAY OF _____

SO ANSWERS,

CHESTER A. HAWKINS
SHERIFF

FILED
012:2006
MAY 18 2006
William A. Shaw
Prothonotary/Clerk of Courts

DATE RECEIVED

DATE PROCESSED

Amended Return SHERIFF'S DEPARTMENT

CLINTON COUNTY, PENNSYLVANIA
COURTHOUSE, BASEMENT, LOCK HAVEN, PA 17745

SHERIFF SERVICE PROCESS RECEIPT, and AFFIDAVIT OF RETURN

INSTRUCTIONS:

Print legibly, insuring readability of all copies.

Do not detach any copies. CCSD ENV.#

3/2-06

1. PLAINTIFF / S / National Credit Union Admin.	2. COURT NUMBER 05-544-CD
3. DEFENDANT / S / Hi-Lo Hunt Club, Inc.	4. TYPE OF WRIT OR COMPLAINT Notice & Complaint

SERVE



AT

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

HI-LO HUNT CLUB, INC.

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

00000

7. INDICATE UNUSUAL SERVICE: ☐ PERSONAL ☐ PERSON IN CHARGE ☐ DEPUTIZE ☐ CERT. MAIL ☐ REGISTERED MAIL ☐ POSTED ☐ OTHER

NOW, 20 06, I, SHERIFF OF CLINTON COUNTY, PA., do hereby deputize the Sheriff of
 County to execute this Writ and make return thereof according
 to law. This deputation being made at the request and risk of the plaintiff.

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

SERVE MICHAEL SALISBURY, 334 E. WATER ST., LOCK
 HAVEN, PA 17745 OR JAMES A. NULL, II AT 114
 CLINTON AVE., MILL HALL, PA 17751

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ
 may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of
 such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

☐ PLAINTIFF
☐ DEFENDANT

BRADFORD J. HARRIS

10. TELEPHONE NUMBER

11. DATE

4/12/06

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.	SIGNATURE of Authorized CCSD Deputy or Clerk and Title CHRISTINA M. BILBY SECRETARY	13. Date Received 4/12/06	14. Expiration/Hearing date 5/06/06
15. I hereby CERTIFY and RETURN that I <input type="checkbox"/> have personally served, <input checked="" type="checkbox"/> have served person in charge, <input type="checkbox"/> have legal evidence of service as shown in "Remarks" (on reverse) <input type="checkbox"/> have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handling/or Posting a TRUE and ATTESTED COPY thereof.			

16. ☐ I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

Michael Salisbury, Secretary Hi-Lo Hunt Club, Inc.

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. ☐Read Order ☐

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

Sheriff's Office, 230 E. Water St., Lock
 Haven, PA

20. Date of Service

21. Time

4/12/06

10:50 AM

22. ATTEMPTS	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.
23. Advance Costs		24.		25.		26.		27. Total Costs				28. COST DUE OR REFUND			

AFFIRMED and subscribed to before me this

11th

day of

May

20

06

By Sheriff/Dep. Sheriff (Please Print or Type)

CHARLES R. ANKNEY

Signature of Sheriff

Date

5/11/06

MY COMMISSION EXPIRES

NOTARIAL SEAL

Christina M. Bilby, NOTARY PUBLIC

I ACKNOWLEDGE AND RETURN TO THE SHERIFF'S RETURN SIGNATURE

39. Date Received

PROTHONOTARY

SHERIFF'S RETURN OF SERVICE

- () (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested; postage
prepaid, _____ on the _____,
a true and attested copy thereof at _____

The return receipt signed by _____
defendant on the _____ is hereto attached and
made a part of this return.

- () (2) Outside the Commonwealth, pursuant to Pa. RCP.405 (c) (1) (2), by mailing a true and
attested copy thereof at _____

in the following manner:

- () (a) To the defendant by () registered () certified mail, return receipt requested,
postage prepaid, addressee only on the _____,
said receipt being returned NOT signed by defendant, but with a notation by the
Postal Authorities that Defendant refused to accept the same. The returned
receipt and envelope is attached hereto and made part of this return.

And thereafter:

- () (b) To the defendant by ordinary mail addressed to defendant at same address, with
the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not
received said envelope back from the Postal Authorities. A certificate of mailing
is hereto attached as a proof of mailing.

- () (3) By publication in the Lock Haven Express, a weekly publication of general circulation
in the County of Clinton, Commonwealth of Pennsylvania, one time with publication
appearing _____

The affidavit from said Lock Haven Express is hereto attached.

- () (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
_____ on the _____
a true and attested copy thereof at _____

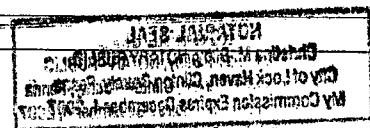
The _____ returned by the Postal
Authorities marked _____
is hereto attached.

- () (5) Other _____

William Shaw
Prothonotary/Clerk of Courts

MAY 1 2006

FILED



WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorney for Plaintiff

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

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION :
Plaintiff, :
 :
v. :
 :
HI-LO HUNT CLUB, INC., :
Defendant. :

FILED NO CC
MAY 19 2006

William A. Shaw
Prothonotary/Clerk of Courts

PROOF OF SERVICE

The undersigned hereby certifies that on the below date, a true and correct copy of the "Important Notice" of intent to enter default judgment in the above case was caused to be served upon the person and in the manner indicated below, which service satisfies the requirements of the applicable state and local rules of civil procedure:

Service by regular United States first class mail addressed as follows:

Hi-Lo Hunt Club, Inc.
c/o Michael Salisbury, Secretary
334 E. Water Street
Lock Haven, PA 17745

**WENTZ WEAVER KLING
GOOD & HARRIS, LLP**

Date: May 10, 2006

By: 

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street, New Holland, PA 17557
(717) 354-4456

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorney for Plaintiff

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

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION, :
Plaintiff, :
v. :
HI-LO HUNT CLUB, INC., :
Defendant. :

FILED

AUG 03 2006

William A. Shaw
Prothonotary/Clerk of Courts

1 CERT TO DEPT
w/ NOTICE

PRAECIPE TO ENTER DEFAULT JUDGMENT 2 CERT TO ATTORNEY

TO THE PROTHONOTARY:

Because each Defendant has failed to file within the required time an answer to the complaint and notice to defend filed and duly served upon same in the above matter, please enter judgment in favor of each Plaintiff and against each Defendant (jointly and severally) for the following:

Amount due per complaint \$48,093.06
Interest at 7.5% per annum (\$8.43 per diem)
from 4/7/06 thru 8/2/06 986.31
Late charges @ \$26.71 per month from 4/06 thru 8/06 106.84
Attorney fees of 10% of foregoing accruing amounts 109.32

TOTAL \$49,295.53,

plus costs and interest at 7.5% per
annum (\$8.43 p/d) from 8/3/06, late
charges at \$26.71 per month from 9/06
and attorney fees of 10% of the
foregoing additional amounts

The undersigned hereby certifies that written notice of intention to enter this default judgment was mailed to each Defendant in accordance with Pa.R.C.P. 237.1 on the respective dates of each notice, and that

a true and correct copy of each such notice is attached hereto and incorporated herein by reference.

**WENTZ, WEAVER, KLING
GOOD & HARRIS, LLP**

By: 

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

AND NOW, this 3rd day of Aug., 2006, judgment is hereby entered in the above matter as hereinabove directed.



(Deputy) Prothonotary

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

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION:

Plaintiff,

v.

HI-LO HUNT CLUB, INC.,
Defendant.

IMPORTANT NOTICE

TO: Hi-Lo Hunt Club, Inc.
c/o Michael Salisbury, Secretary
334 E. Water Street
Lock Haven, PA 17745

DATE OF NOTICE: May 10, 2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS 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.

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

NOTICIA IMPORTANTE

A: Hi-Lo Hunt Club, Inc.
c/o Michael Salisbury, Secretary
334 E. Water Street
Lock Haven, PA 17745

FECHA DE NOTICIA: May 10, 2006

USTED NO HA COMPLIDO CON EL AVISO ANTERIOR PORQUE HA FALTADO EN TOMAR MEDIDAS REQUERIDAS RESPECTO A ESTE CASO. SI USTED NO ACTUA DENTRO DE DIEZ (10) DIAS DESDE LA FECHA DE ESTA NOTICIA, ES POSIBLE QUE UN FALLO SERIA REGISTRADO CONTRA USTED SIN UNA AUDIENCIA Y USTED PODRIA PERDER SU PROPIEDAD O OTROS DERECHOS IMPORTANTES. USTED DEBE LLEVAR ESTA NOTICIA A SU ABOGADO EN SEQUIDA. SI USTED NO TIENE ABOGADO O NO TIENE CON QUE PAGAR LOS SERVICIOS DE UN ABOGADO, VAYA O LLAME A LA OFICINA ESCRITA ABAJO PARA AVERIGUAR A DONDE USTED PUEDE OBTENER LA AYUDA LEGAL.

David S. Meholic, Court Administrator
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

**WENTZ WEAVER KLING
GOOD & HARRIS, LLP**

By:



Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street, New Holland, PA 17557
(717) 354-4456

Office of the Prothonotary of Court of Common Pleas of Clearfield County, Pennsylvania

**NOTICE OF ENTRY
OF JUDGMENT, ORDER OR DECREE**

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION—MORTGAGE FORECLOSURE**

NATIONAL CREDIT UNION ADMINISTRATION:
BOARD, AS LIQUIDATING AGENT OF THE :
LOCK HAVEN AREA FEDERAL CREDIT UNION,:
Plaintiff, :

No. 06-544-CD


v. :

HI-LO HUNT CLUB, INC., :
Defendant. :

Pursuant to requirements of Pennsylvania Civil Procedural Rule No. 236, you are notified that there was entered in this office today, in the above-captioned case:

Judgment for Plaintiff and against Defendant of \$49,295.53, plus costs, interest at 7.5% per annum (\$8.43 per diem) from 8/3/06, late charges of \$26.71 per month from 9/06, and attorney fees of 10% of the foregoing additional charges.

Dated: Aug 3, 2006


(Deputy) Prothonotary

TO: Hi-Lo Hunt Club, Inc.
334 E. Water Street
Lock Haven, PA 17745

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorney for Plaintiff

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

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION, :
Plaintiff, :

v. :

HI-LO HUNT CLUB, INC., :
Defendant. :

FILED

AUG 04 2006

William A. Shaw
Prothonotary/Clerk of Courts

PRAECIPE FOR WRIT OF EXECUTION
(Mortgage Foreclosure—Pa.R.C.P. 3180 to 3183 & 3257)

TO THE CLEARFIELD COUNTY SHERIFF:

You are directed to levy upon and sell the real property of Defendant, Hi-Lo Hunt Club, Inc. located at the Intersection of Route 36 on Township Road 3014 (approximately 100 acres), in Chest Township, Clearfield County, Pennsylvania, which property is more fully described in the legal description attached hereto and incorporated herein by reference, in order to satisfy the following:

Judgment \$49,093.06

Interest @ 7.5% per annum (\$8.43 per diem)
from 8/3/06 thru _____ (sheriff sale date) ...

Late charges @ \$26.71 per month thru 9/06

Attorneys fees @ 10% of above interest & late charges

Prothonotary costs

Sheriff costs

Other (describe)

Prothonotary costs \$ 145.-

TOTAL \$

plus to the date of settlement, interest at 7.5%
p/a (\$8.43p/d), late charges @ \$26.71/month,

attorney fees @ 10% of the foregoing accruing
amounts, and costs

**WENTZ, WEAVER, KLING
GOOD & HARRIS, LLP**

Dated: August 3, 2006

By:  *for*

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

Legal Description

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

Beginning at a post; thence North $1\frac{1}{2}$ degrees East 154 perches to a post; thence North $43\frac{1}{2}$ degrees West 84 perches to a post; thence North $88\frac{1}{2}$ degrees West 28 perches to a post; thence South $1\frac{1}{2}$ degrees West 214 perches to the place of beginning. Containing one hundred acres and allowance of six per cent.

EXCEPTING thirty (30) acres conveyed to William Peighlot on east side.

BEING THE SAME PREMISES that Robert H. Mays and Arleen L. Mays, husband and wife , as to an undivided eighty percent interest, and Patricia Mays, also known as, Pat Mays, widow, as to an undivided twenty percent interest , by deed dated October 10, 2002, and recorded on or about February 14, 2003 to Instrument No. 200302183, *et. seq.*, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, granted and conveyed unto Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation.

BEING FURTHER IDENTIFIED as Parcel # E15-000-00035;

SEIZED IN EXECUTION as the property of Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation, sold by the sheriff of Clearfield County, Pennsylvania, under Judgment No. 2006-00544 in the Court of Common Pleas of Clearfield County, Pennsylvania.

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorney for Plaintiff

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

NATIONAL CREDIT UNION ADMINISTRATION
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION, :
Plaintiff, :
v. :
HI-LO HUNT CLUB, INC., :
Defendant. :

WRIT OF EXECUTION
(Mortgage Foreclosure—Pa.R.C.P. 3180 to 3183 & 3257)

TO THE CLINTON COUNTY SHERIFF:

You are directed to levy upon and sell the real property of Defendant, Hi-Lo Hunt Club, Inc. located at the Intersection of Route 36 on Township Road 3014 (approximately 100 acres), in Chest Township. Clearfield County, Pennsylvania , which property is more fully described in the legal description attached hereto and incorporated herein by reference, in order to satisfy the following:

Judgment \$49,093.06
Interest @ 7.5% per annum (\$8.43 per diem)
from 8/3/06 thru _____ (sheriff sale date) ...
Late charges @ \$26.71 per month thru 9/06
Attorneys fees @ 10% of above interest & late charges
Prothonotary costs
Sheriff costs

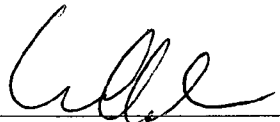
Other (describe) _____

Prothonotary costs 145.--

TOTAL \$ _____,

plus to the date of settlement, interest at 7.5%
p/a (\$8.43p/d), late charges @ \$26.71/month,
attorney fees @ 10% of the foregoing accruing
amounts, and costs

Date: Aug. 4 2006



(Deputy) Prothonotary

[SEAL OF THE COURT]

Legal Description

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

Beginning at a post; thence North $1\frac{1}{2}$ degrees East 154 perches to a post; thence North $43\frac{1}{2}$ degrees West 84 perches to a post; thence North $88\frac{1}{2}$ degrees West 28 perches to a post; thence South $1\frac{1}{2}$ degrees West 214 perches to the place of beginning. Containing one hundred acres and allowance of six per cent.

EXCEPTING thirty (30) acres conveyed to William Peighlot on east side.

BEING THE SAME PREMISES that Robert H. Mays and Arleen L. Mays, husband and wife, as to an undivided eighty percent interest, and Patricia Mays, also known as, Pat Mays, widow, as to an undivided twenty percent interest, by deed dated October 10, 2002, and recorded on or about February 14, 2003 to Instrument No. 200302183, *et. seq.*, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, granted and conveyed unto Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation.

BEING FURTHER IDENTIFIED as Parcel # E15-000-00035;

SEIZED IN EXECUTION as the property of Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation, sold by the sheriff of Clearfield County, Pennsylvania, under Judgment No. 2006-00544 in the Court of Common Pleas of Clearfield County, Pennsylvania.

WENTZ WEAVER KLING GOOD & HARRIS, LLP

By: BRADFORD J. HARRIS, ESQUIRE

Attorney I. D. #34393

132 West Main Street

New Holland, PA 17557

(717) 354-4456

Attorney for Plaintiff

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION—MORTGAGE FORECLOSURE**

NATIONAL CREDIT UNION ADMINISTRATION :	
BOARD, AS LIQUIDATING AGENT OF THE :	No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION, :	
<i>Plaintiff,</i> :	
:	
v. :	
:	
HI-LO HUNT CLUB, INC., :	
<i>Defendant.</i> :	

AFFIDAVIT PURSUANT TO RULE 3129.1 ET SEQ.

Plaintiff hereby sets forth as of the date the praecipe for the writ of execution was filed in the above-captioned action the following information concerning the real property located on or about at the Intersection of Route 36 on Township Road 3014 (approximately 100 acres), in Chest Township, Clearfield County, Pennsylvania which is more fully described in the legal description attached hereto and incorporated herein:

1. Name and address of the owner(s) or reputed owner(s):

Hi-Lo Hunt Club, Inc.
334 East Water Street
Lock Haven, PA 17745

2. Name and address of the defendant(s) in the judgment:

Hi-Lo Hunt Club, Inc.
334 East Water Street
Lock Haven, PA 17745

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

Robert Mays
489 South Honey Beon Way
Lecomb, FL 34461

National Credit Union Administration Board,
as Liquidating Agent of the Lock Haven
Area Federal Credit Union
4807 Spicewood Springs Road, Suite 5100
Austin, TX 78759-8490

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

National Credit Union Administration Board,
as Liquidating Agent of the Lock Haven
Area Federal Credit Union
4807 Spicewood Springs Road, Suite 5100
Austin, TX 78759-8490

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

Clearfield Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

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

None

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

PA Department of Public Welfare
Bureau of Child Support Enforcement
Health & Welfare Building, Rm. 432
P.O. Box 2675
Harrisburg, PA 17105-2675

Clearfield County Domestic Relations Office
230 E. Market Street
Clearfield, PA 16830

Occupants/Tenants
334 East Water Street
Lock Haven, PA 17745

We verify that the statements made in this affidavit are true and correct to the best of our knowledge, information, or belief. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities. We are the attorneys for Plaintiff, and as such, are authorized to execute this affidavit on it's behalf.

**WENTZ WEAVER KLING
GOOD & HARRIS, LLP**

Date: August 2, 2006

By: 

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

Legal Description

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

Beginning at a post; thence North $1\frac{1}{2}$ degrees East 154 perches to a post; thence North $43\frac{1}{2}$ degrees West 84 perches to a post; thence North $88\frac{1}{2}$ degrees West 28 perches to a post; thence South $1\frac{1}{2}$ degrees West 214 perches to the place of beginning. Containing one hundred acres and allowance of six per cent.

EXCEPTING thirty (30) acres conveyed to William Peighlot on east side.

BEING THE SAME PREMISES that Robert H. Mays and Arleen L. Mays, husband and wife , as to an undivided eighty percent interest, and Patricia Mays, also known as, Pat Mays, widow, as to an undivided twenty percent interest , by deed dated October 10, 2002, and recorded on or about February 14, 2003 to Instrument No. 200302183, *et. seq.*, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, granted and conveyed unto Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation.

BEING FURTHER IDENTIFIED as Parcel # E15-000-00035;

SEIZED IN EXECUTION as the property of Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation, sold by the sheriff of Clearfield County, Pennsylvania, under Judgment No. 2006-00544 in the Court of Common Pleas of Clearfield County, Pennsylvania.

1 WENTZ WEAVER KLING GOOD & HARRIS, LLP
2 By: BRADFORD J. HARRIS, ESQUIRE
3 Attorney I. D. #34393
4 132 West Main Street
5 New Holland, PA 17557
6 (717) 354-4456
7 Attorneys for Plaintiff

8
9
10
11 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
12 **CIVIL ACTION—MORTGAGE FORECLOSURE**
13

14 NATIONAL CREDIT UNION ADMINISTRATION :
15 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
16 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
17 *Plaintiff,* :
18 :
19 v. :
20 :
21 HI-LO HUNT CLUB, INC., :
22 *Defendant.* :

23
24
25 **RULE TO SHOW CAUSE**
26

27 AND NOW, this ____ day of _____, 2006, a Rule is hereby entered upon
28 Respondent/Defendant Hi-Lo Hunt Club, Inc. to show cause why the judgment entered in the
29 above-captioned matter should not be modified and reassessed as more fully described in the
30 attached Motion to Reassess Damages and Modify Judgment.

31
32 RULE RETURNABLE: _____ 10 days after service.
33

34 **BY THE COURT:**
35
36
37
38
39
40

Attest: _____

J.

called for O.
Hug 2/10/2
10/13 called
again -
Yes - JJA
He is going
to file a
Mo. to postpone
sale 10/13-
R7W

41 WENTZ WEAVER KLING GOOD & HARRIS, LLP
42 By: BRADFORD J. HARRIS, ESQUIRE
43 Attorney I. D. #34393
44 132 West Main Street
45 New Holland, PA 17557
46 (717) 354-4456
47 Attorneys for Plaintiff

48
49
50
51 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
52 **CIVIL ACTION—MORTGAGE FORECLOSURE**
53

54 NATIONAL CREDIT UNION ADMINISTRATION :
55 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
56 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
57 *Plaintiff,* :
58 :
59 v. :
60 :
61 HI-LO HUNT CLUB, INC., :
62 *Defendant.* :
63

64 **ORDER**
65

66 AND NOW, this _____ day of October 2006, upon motion of Plaintiff's to reassess damages
67 and modify the judgment against Defendant in the above-captioned action, and no objections to same
68 being filed,
69

70 IT IS HEREBY ORDERED AND DECREED that the judgment originally entered in the above-
71 captioned action is modified and entered in favor of Plaintiff and against Defendant in the amount of
72 \$51,050.37, plus until paid, interest thereon at the rate of seven and five tenths percent (7.5%) per
73 annum (\$8.43 per diem); late charges at the rate of \$26.71 per month, attorney fees of 10% of the
74 foregoing accruing amounts, and costs.
75

76 IT IS FURTHER HEREBY ORDERED AND DECREED that the Clearfield County
77 Prothonotary and Clearfield County Sheriff shall change their records and dockets accordingly to reflect
78 said modified judgment; and all judgment and writ praecipes, notices of judgment, writs of execution,
79 notices of sale, and other documents regarding the above-captioned action and containing the original
80 judgment are hereby amended to reflect said hereinabove modified judgment in lieu of the original
81 judgment without further action of any person.
82

83 **BY THE COURT:**
84
85
86
87

J.

88 WENTZ WEAVER KLING GOOD & HARRIS, LLP
89 By: BRADFORD J. HARRIS, ESQUIRE
90 Attorney I. D. #34393
91 132 West Main Street
92 New Holland, PA 17557
93 (717) 354-4456
94 Attorneys for Plaintiff

FILED 2cc
m 10:42/51 Atty
OCT 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

97
98 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
99 **CIVIL ACTION—LAW**

100
101 NATIONAL CREDIT UNION ADMINISTRATION :
102 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
103 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
104 *Plaintiff,* :
105 :
106 v. :
107 :
108 HI-LO HUNT CLUB, INC., :
109 *Defendant.* :
110
111

112 **MOTION TO REASSESS DAMAGES AND MODIFY JUDGMENT**

113
114 TO THE HONORABLE JUDGES OF SAID COURT:

115
116 1. The Movant is the National Credit Union Administration Board, as Liquidating Agent
117 of the Lock Haven Area Federal Credit Union, which is the Plaintiff in the above-captioned
118 mortgage foreclosure action.

119
120 2. The Respondent is Hi-Lo Hunt Club, Inc., who is the Defendant in the above-captioned
121 action.

122
123 3. The Complaint was filed on or about April 7, 2006 and duly served on Defendant on or
124 about April 12, 2006.

125
126 4. On or about August 3, 2006, default judgment was entered in favor of Plaintiff and
127 against Defendant in the amount of \$49,295.53, plus interest at the rate of seven and five tenths
128 percent (7.5%) per annum (\$8.43 per diem) from August 3, 2006, late charges at \$26.71 per month
129 from September, 2006, 10% attorney's fees on the foregoing accruing amounts, and costs.

130
131 5. A writ of execution subsequently was issued on said original judgment and Defendant's
132 mortgaged premises at the Intersection of Route 36 on Township Road 3014, Clearfield County
133 Pennsylvania, is scheduled to be sold at the Clearfield County Sheriff sale of real property on

November 3, 2006.

6. On September 13, 2006, NCUA advanced on behalf of Defendant and paid to the Clearfield County Tax Claim Bureau \$923.69 on account of the delinquent taxes with respect to the real property in question in order to remove said property from the September 15, 2006 Upset Tax Sale. A copy of the Clearfield County Tax Claim Bureau receipt evidencing such payment is attached hereto as "Exhibit A" and incorporated herein as reference.

7. Additional interest, late charges, fees, cost and expenses have accrued or will accrue since the entry of the original judgment through settlement on the sheriff sale of said property in the following amounts, which amounts are in addition to those already included in said judgment:

Additional interest at 7.5% per annum
(\$8.43 per diem) \$775.56

Additional late charges at \$26.71 per month 80.13

Delinquent real estate taxes 923.69

Additional attorney fees of 10% of the
foregoing accruing amounts. 177.93

TOTAL ADDITIONAL AMOUNT DUE \$1957.31

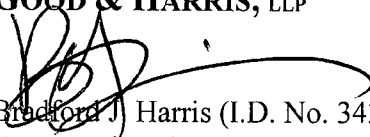
9. With the addition of the above described amounts, the total judgment in this action should be \$51,050.37, together with interest accruing thereon at the mortgage rate of 7.5% per annum (\$8.43 per diem), late charges the rate of \$26.71 per month, and attorney fees of 10% of the accruing amounts.

WHEREFORE, Movant/Plaintiff respectfully requests the Court to enter an order reassessing damages as hereinabove described and modifying the original judgment (and all documents and dockets containing said original judgment file in the within action) by amending the original judgment against Defendant to be in the amount of \$51,050.37, and until paid, interest thereon at 7.5% per annum (\$8.43 per diem), late charges at \$26.71 per month, attorney fees of 10% of the foregoing accruing amounts, costs, and any and all other relief deemed appropriate by the Court.

WENTZ WEAVER KLING
GOOD & HARRIS, LLP

Date: September 28, 2006

By:


Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

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VERIFICATION

We verify that the statements made in the foregoing Motion To Reassess Damages and Modify Judgment are true and correct to the best of our knowledge, information, or belief. We further verify that we are the attorneys for Plaintiff, and that we are authorized to make this verification on behalf of Plaintiff since we have first-hand knowledge, information, or belief of the statements and Plaintiff does not. We understand that false statements herein are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.

**WENTZ WEAVER KLING
GOOD & HARRIS, LLP**

Date: September 28, 2006

By: 

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

SEP-19-06 09:06 FROM: CLFD CTY COURTHOUSE

ID: 8147652640

PAGE 2/2

-Customer Copy-

Receipt # 200690

Received Of:

HI-LO HUNT CLUB, INC
national credit union ad

In The Amount Of:

\$923.69

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998

Thursday, September 14, 2006

Control # 109051009

Claim # 2004-003818

Map # E15-000-00035

Property Desc 100 A IN FEE EXCEPT 30.2 A

COAL RT.

	County	District	School
TAX	140.25	35.44	575.02
INTEREST	19.99	5.05	81.94
COST / PENALTY	66.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			

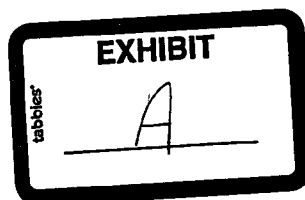
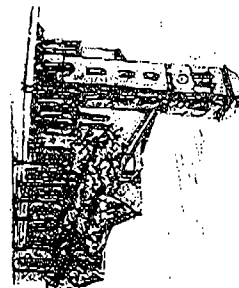
\$923.69

Maryanne Skidack

Director of Tax Claim Bureau

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 10905100 On 9/14/06 \$923.69



FILED 2cc
mTD: 9/29/06
OCT 02 2006
William A. Shaw
Prothonotary/Clerk of Courts

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorneys for Plaintiff

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

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION, :
Plaintiff, :
v. :
HI-LO HUNT CLUB, INC., :
Defendant. :

PROOF OF SERVICE

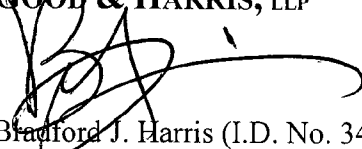
The undersigned hereby certifies that on the below date, a true and correct copy of the Rule to Show Cause, proposed Order and Motion to Reassess Damages and Modify Judgment in the above case was caused to be served upon the person and in the manner indicated below, which service satisfies the requirements of the applicable state and local rules of civil procedure:

Service by regular United States first class mail addressed as follows:

Hi-Lo Hunt Club, Inc.
c/o Michael Salisbury, Secretary
334 E. Water Street
Lock Haven, PA 17745

WENTZ WEAVER KLING
GOOD & HARRIS, LLP

Dated: September 29, 2006

By: 
Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

1 **WENTZ WEAVER KLING GOOD & HARRIS, LLP**
2 By: BRADFORD J. HARRIS, ESQUIRE
3 Attorney I. D. #34393
4 132 West Main Street
5 New Holland, PA 17557
6 (717) 354-4456
7 *Attorneys for Plaintiff*
8

FILED ^{2cc}
m 10/4/06 *Atty Harris*
NOV 06 2006 ^(GR)

William A. Shaw
Prothonotary/Clerk of Courts

10
11 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
12 **CIVIL ACTION—MORTGAGE FORECLOSURE**
13

14 NATIONAL CREDIT UNION ADMINISTRATION :
15 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
16 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
17 *Plaintiff,* :
18 :
19 v. :
20 :
21 HI-LO HUNT CLUB, INC., :
22 *Defendant.* :
23

24 **REQUEST FOR ADMISSIONS**
25

26 Pursuant to Pa.R.C.P. 4014 and subject to the sanctions of Pa.R.C.P. 4019, Plaintiff National Credit
27 Union Administration Board, (hereinafter referred to as "Plaintiff") requests Defendant Hi-Lo Hunt Club,
28 Inc. (herein referred to as "Defendant") to admit the matters set forth below:
29

30 Instructions
31

32 A. The facts and conclusions of law set forth below shall be deemed admitted unless Defendant
33 serves upon Plaintiff a sworn answer or objection within thirty (30) days after Defendant is served with this
34 Request for Admissions.
35

36 B. If an objection is made to any fact whose admission is requested, the specific reason for that
37 objection must be stated.
38

39 C. Each answer shall admit or deny the matter, or set forth in detail the reasons why an admission
40 or denial cannot truthfully be made.
41

42 D. A denial shall fairly meet the substance of the requested admission.
43

44 E. When good faith requires that Defendant qualify his answer or deny the matter, or deny only a

45 part of the matter of which an admission is requested, Defendant shall specify what part of the requested
46 admission is true and specifically qualify or deny the remainder.

47
48 F. Defendant may not give lack of information or knowledge as a reason for failure to admit or
49 deny except as provided in Pa.R.C.P. 4014.

50
51 G. Defendant may not object to a requested admission on grounds that the request presents a
52 genuine issue for trial or that it is a conclusion of law.

53
54 H. This Request for Admissions is directed to **EACH** Defendant, and the matters set forth in this
55 Request shall be deemed admitted by each Defendant in the absence of an appropriate response from each
56 Defendant.

57
58 I. All admissions by any Defendant in response to this Request are for purposes of the above-
59 captioned lawsuit only and are not admissions by such Defendant for any other purpose, nor may such
60 admissions be used against such Defendant in any other proceeding.

61
62
63 **MATTERS TO BE ADMITTED OR DENIED BY EACH DEFENDANT**

- 64
- 65 1. All exhibits attached to Plaintiff's Complaint in the above-captioned action, including (without
66 limitation) the Mortgage and Note, are true and correct copies of the original documents.
 - 67
68 2. All exhibits attached to Plaintiff's Complaint in the above-captioned action , including (without
69 limitation) the Mortgage and Note, are authentic.
 - 70
71 3. Defendant has failed to pay, and still owes, in accordance with the Mortgage and Note, real estate
72 taxes of at least \$854.53 for 2004, 923.69 for 2005, and 864.48 for 2006.
 - 73
74 4. On September 13, 2006, NCUA advanced on behalf of Defendant and paid to the Clearfield County
75 Tax Claim Bureau \$923.69 on account of the 2005 delinquent taxes with respect to the real property
76 in question in order to remove said property from the September 15, 2006 Upset Tax Sale. A copy
77 of the Clearfield County Tax Claim Bureau receipt evidencing such payment is attached hereto as
78 "Exhibit A" and incorporated herein as reference.
 - 79
80 5. Not included in the judgment entered against Defendant in the above-captioned action, the
81 following amounts have been incurred or accrued, or will accrue, through the sheriff sale scheduled
82 for January 5, 2007, and are due Plaintiff in accordance with the above-described Mortgage and
83 Note and remain unpaid:
 - 84

85 Additional interest at 7.5% per annum
86 (\$8.43 per diem) \$1306.65
87
88 Additional late charges at \$26.71 per month 133.55
89
90 Delinquent real estate taxes (2004, 2005 & 2006) 2642.70
91
92 Additional foreclosure expenses (express mail charges) 96.95
93
94 Additional attorney fees of 10% of the
95 foregoing accruing amounts. 417.99
96
97 TOTAL ADDITIONAL AMOUNT DUE .. \$4597.84
98

- 99 6. With the addition of the above described amounts, the total judgment in this action should be
100 \$53,893.37 through the currently scheduled sheriff sale.
101
102 7. Interest continues to accrue on the Mortgage and Note indebtedness at the rate of 7.5% per
103 annum (\$8.43 per diem) until said indebtedness is paid in full.
104
105 8. Late charges continue to accrue on the Mortgage and Note indebtedness at \$26.71 per month
106 until said indebtedness is paid in full.
107
108 9. Attorney fees continue to accrue of at least ten percent of all other amounts continuing to accrue
109 under the note and mortgage until said indebtedness is paid in full .
110
111 10. Defendant has never paid nor reinstated the Mortgage and Note in full.
112
113 11. A true and correct copy of the docket in the above captioned-action is attached hereto as
114 "Exhibit B", and the entries therein are true and correct.
115

116 **WENTZ, WEAVER, KLING**
117 **GOOD & HARRIS, LLP**

118
119 Date: November 3, 2006

By: 

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

Customer Copy.

Receipt # 200690

Received Of:

HI-LO HUNT CLUB, INC
national credit union ad

In The Amount Of:

\$923.69

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121
Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998

Thursday, September 14, 2006

Control # 109051009

Claim # 2004-003818

Map # E15-000-00035

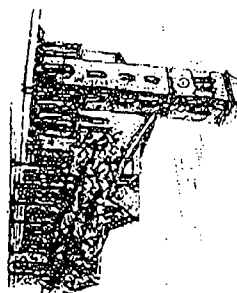
Property Desc 100 A IN FEE EXCEPT 30.2 A
COAL RT.

	County	District	School
TAX	140.25	35.44	575.02
INTEREST	19.99	5.05	81.94
COST / PENALTY	66.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			

\$923.69*Mary Anne Woodcock*

Director of Tax Claim Bureau

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE

Total Received On All Claims For 10905100 On 9/14/06 \$923.69

EXHIBIT

abbies

A

Date: 10/26/2006

Time: 11:37 AM

Page 1 of 1

Clearfield County Court of Common Pleas

ROA Report

Case: 2006-00544-CD

Current Judge: No Judge

National Credit Union Administration Board vs. Hi-Lo Hunt Club, Inc.

User: PUBLIC

Civil Other

Date		Judge
04/07/2006	New Case Filed. Filing: Civil Complaint-Mortgage Foreclosure, situate in Cheat Township. Paid by: Harris, Bradford J. (attorney for National Credit Union Administration Board) Receipt number: 1913249 Dated: 04/07/2006 Amount: \$85.00 (Check) 2CC Shff.	No Judge No Judge
05/04/2006	Sheriff Return, April 10, 2006, sheriff of Clinton County was deputized. April 12, 2006 at 10:50 am served the within Complaint in Mortgage Foreclosure on Hi-Lo Hunt Club Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm Shff Hawkins costs pd by Wentz \$40.00 Clinton Co. costs pd by Wentz \$37.80	No Judge
05/18/2006	Amended Sheriff Return, May 18, 2006 file amended Sheriff return from Clinton County Sheriff service was made on Michael Salisbury, secretary for Hi-Lo Hunt Club Inc. So Answers, Chester A. Hawkins, Sheriff by s/Marilyn Hamm	No Judge
05/19/2006	Proof of Service, filed. A true and correct copy of the "Important Notice" of intent to enter default judgment in the above case was caused to be served upon Hi-Lo Hunt Club Inc., c/o Michael Salisbury, filed by s/ Bradford J. Harris Esq. No CC.	No Judge
08/03/2006	Filing: Praecipe to Enter Default Judgment Paid by: Harris, Bradford J. (attorney for National Credit Union Administration Board) Receipt number: 1914973 Dated: 08/03/2006 Amount: \$20.00 (Check) Judgment entered against the Defendant in the amount of \$49,295.53 Cert. Copy with Notice to Defendant 2 Cert. to Atty.	No Judge
08/04/2006	Filing: Praecipe for Writ of Execution Paid by: Wentz Weaver Kling Receipt number: 1915002 Dated: 08/04/2006 Amount: \$20.00 (Check) 1 Cert. to Atty. and 6 Writs issued to Sheriff.	No Judge
10/02/2006	Motion to Reassess Damages And Modify Judgment, filed by s/ Bradford J. Harris, Esquire. 2CC Proof of Service, filed. A true and correct copy of the Rule to Show Cause, proposed Order and Motion to Reassess Damages and Modify Judgment in the above case on Hi-Lo Hunt Club Inc., filed by s/ Bradford J. Harris Esq. 2CC Atty Harris.	No Judge No Judge

EXHIBIT

tabbles

B

221 **WENTZ WEAVER KLING GOOD & HARRIS, LLP**
222 By: BRADFORD J. HARRIS, ESQUIRE
223 Attorney I. D. #34393
224 132 West Main Street
225 New Holland, PA 17557
226 (717) 354-4456
227 *Attorneys for Plaintiff*

FILED *acc*
m10:42:31 AM
NOV 06 2006
William A. Shaw
Prothonotary/Clerk of Courts

231 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
232 **CIVIL ACTION—LAW**

234 NATIONAL CREDIT UNION ADMINISTRATION :
235 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
236 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
237 *Plaintiff,* :
238 :
239 v. :
240 :
241 HI-LO HUNT CLUB, INC., :
242 *Defendant.* :

245 **PROOF OF SERVICE**

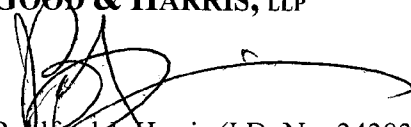
246
247 The undersigned hereby certifies that on the below date, a true and correct copy of the
248 proposed orders and Amended Motion to Reassess Damages and Amend Judgment in the above case
249 was caused to be served upon the person and in the manner indicated below, which service satisfies
250 the requirements of the applicable state and local rules of civil procedure:
251

252 ***Service by regular United States first class mail addressed as follows:***

253
254 Hi-Lo Hunt Club, Inc.
255 c/o Michael Salisbury, Secretary
256 334 E. Water Street
257 Lock Haven, PA 17745

258 **WENTZ WEAVER KLING**
259 **GOOD & HARRIS, LLP**

260
261
262 Dated: November 3, 2006

263 By: 
264 Bradford J. Harris (I.D. No. 34393)
265 *Attorney for Plaintiff*
266 132 West Main Street
267 New Holland, PA 17557
(717) 354-4456

CA

1 WENTZ WEAVER KLING GOOD & HARRIS, LLP
2 By: BRADFORD J. HARRIS, ESQUIRE
3 Attorney I. D. #34393
4 132 West Main Street
5 New Holland, PA 17557
6 (717) 354-4456
7 Attorneys for Plaintiff

FILED ^{2cc}
01:59 PM
NOV 21 2006
Amy Harris
William A. Shaw
Prothonotary/Clerk of Courts
(GK)

10
11 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
12 **CIVIL ACTION—MORTGAGE FORECLOSURE**

13
14 NATIONAL CREDIT UNION ADMINISTRATION :
15 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
16 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
17 Plaintiff, :
18 :
19 v. :
20 :
21 HI-LO HUNT CLUB, INC., :
22 Defendant. :

23
24
25 **ORDER**

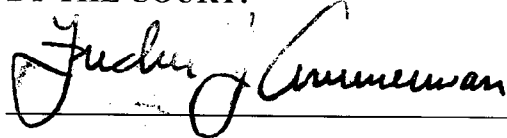
26
27 AND NOW, this 20th day of November, 2006, upon consideration of the attached
28 motion, it is hereby ordered that

- 29
30 1. a Rule is hereby entered upon Respondent Hi-Lo Hunt Club, Inc. to show cause why
31 Plaintiff (Movant) is not entitled to the relief requested;
32
33 2. Respondent may file an answer to the motion within 20 days of the date of this
34 Order;
35
36 3. the motion shall be decided under Pa.R.C.P. 206.7;
37
38 4. depositions or request for admissions and answers thereto, shall be completed within
39 30 days of the date of this Order;

40 5. in the event that Respondent answers the motion, an evidentiary hearing and
41 argument on disputed issues of material fact shall be held on January 10, 2007 in
42 Courtroom No. 1 of the Clearfield County Courthouse; and
43 @ 1:30 P.M.

44 6. notice of the entry of this order shall be provided to all parties by Movant.

45
46 BY THE COURT:

47 
48
49
50
51 J.
52

Attest: _____

53 **WENTZ WEAVER KLING GOOD & HARRIS, LLP**
54 By: BRADFORD J. HARRIS, ESQUIRE
55 Attorney I. D. #34393
56 132 West Main Street
57 New Holland, PA 17557
58 (717) 354-4456
59 *Attorneys for Plaintiff*

60
61
62
63 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
64 **CIVIL ACTION—MORTGAGE FORECLOSURE**
65

66 NATIONAL CREDIT UNION ADMINISTRATION :
67 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
68 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
69 *Plaintiff,* :
70 :
71 v. :
72 :
73 HI-LO HUNT CLUB, INC., :
74 *Defendant.* :
75

76 **ORDER**
77

78 AND NOW, this _____ day of _____ 2006, upon motion of Plaintiff to reassess
79 damages and modify the judgment against Defendant in the above-captioned action, and no objections
80 to same being filed,
81

82 IT IS HEREBY ORDERED AND DECREED that the judgment originally entered in the above-
83 captioned action is modified and entered in favor of Plaintiff and against Defendant in the amount of
84 \$53,893.37, plus until paid, interest thereon at the rate of seven and five tenths percent (7.5%) per
85 annum (\$8.43 per diem), late charges at the rate of \$26.71 per month, attorney fees of 10% of the
86 foregoing accruing amounts, and costs.
87

88 IT IS FURTHER HEREBY ORDERED AND DECREED that the Clearfield County
89 Prothonotary and Clearfield County Sheriff shall change their records and dockets accordingly to reflect
90 said amended judgment; and all judgment and writ praecipies, notices of judgment, writs of execution,
91 notices of sale, and other documents regarding the above-captioned action and containing the original
92 judgment are hereby amended to reflect said hereinabove amended judgment in lieu of the original
93 judgment without further action of any person.
94

95 **BY THE COURT:**
96
97
98
99

J.

100 **WENTZ WEAVER KLING GOOD & HARRIS, LLP**
101 By: BRADFORD J. HARRIS, ESQUIRE
102 Attorney I. D. #34393
103 132 West Main Street
104 New Holland, PA 17557
105 (717) 354-4456
106 *Attorneys for Plaintiff*
107

109
110 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
111 **CIVIL ACTION—MORTGAGE FORECLOSURE**
112

113 NATIONAL CREDIT UNION ADMINISTRATION :
114 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
115 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
116 *Plaintiff,* :
117 :
118 v. :
119 :
120 HI-LO HUNT CLUB, INC., :
121 *Defendant.* :

FILED *2cc*
mlh:40/61 Amy
NOV 06 2006 *Harris*
William A. Shaw
Prothonotary/Clerk of Courts *(60)*

122
123
124 **AMENDED MOTION TO**
125 **REASSESS DAMAGES AND AMEND JUDGMENT**
126

127 TO THE HONORABLE JUDGES OF SAID COURT:
128

129 1. The Movant is the National Credit Union Administration Board, as Liquidating Agent
130 of the Lock Haven Area Federal Credit Union, which is the Plaintiff in the above-captioned
131 mortgage foreclosure action.
132

133 2. The Respondent is Hi-Lo Hunt Club, Inc., who is the Defendant in the above-captioned
134 action.
135

136 3. The Court has the authority to amend judgments to reassess damages per common law.
137 *E.g., Chase Home Mortg. Corp. of the Southeast v. Good, 537 A.2d 22 (Pa. Super. 1988).*
138

139 4. The Complaint in mortgage foreclosure was filed on or about April 7, 2006 and duly
140 served on Defendant on or about April 12, 2006.
141

142 5. On or about August 3, 2006, default judgment was entered in favor of Plaintiff and
143 against Defendant in the amount of \$49,295.53, plus interest at the rate of seven and five tenths

144 percent (7.5%) per annum (\$8.43 per diem) from August 3, 2006, late charges at \$26.71 per month
145 from September 2006, 10% attorney's fees on the foregoing accruing amounts, and costs.
146

147 6. A writ of execution subsequently was issued on said original judgment and against
148 Defendant's mortgaged premises at the Intersection of Route 36 on Township Road 3014, Clearfield
149 County Pennsylvania, is scheduled to be sold at the Clearfield County Sheriff sale of real property
150 on or about January 5, 2007.
151

152 7. On September 13, 2006, NCUA advanced on behalf of Defendant and paid to the
153 Clearfield County Tax Claim Bureau \$923.69 on account of the delinquent taxes with respect to the
154 real property in question in order to remove said property from the September 15, 2006 Upset Tax
155 Sale. A copy of the Clearfield County Tax Claim Bureau receipt evidencing such payment is
156 attached hereto as "Exhibit A" and incorporated herein as reference.
157

158 8. Additional taxes, interest, late charges, fees, costs, and expenses have accrued or will
159 accrue since the entry of the original judgment through the sheriff sale of said property on January
160 5, 2007 in the following amounts, which amounts are in addition to those already included in said
161 judgment:
162

163	Additional interest at 7.5% per annum	
164	(\$8.43 per diem)	\$1306.65
165		
166	Additional late charges at \$26.71 per month	133.55
167		
168	Delinquent real estate taxes (2004, 2005 & 2006)	2642.70
169		
170	Additional foreclosure expenses	96.95
171		
172	Additional attorney fees of 10% of the	
173	foregoing accruing amounts.	<u>417.99</u>
174		
175	TOTAL ADDITIONAL AMOUNT DUE	<u>\$4597.84</u>
176		

177 9. With the addition of the above described amounts, the total judgment in this action should
178 be \$53,893.37, together with interest accruing thereon at the mortgage rate of 7.5% per annum (\$8.43
179 per diem), late charges the rate of \$26.71 per month, and attorney fees of 10% of the accruing
180 amounts.
181

182 WHEREFORE, Movant/Plaintiff respectfully requests the Court to enter an order reassessing
183 damages as hereinabove described and modifying the original judgment (and all documents and
184 dockets containing said original judgment file in the within action) by amending the original
185 judgment against Defendant to be in the amount of \$53,893.37, and until paid, interest thereon at
186 7.5% per annum (\$8.43 per diem), late charges at \$26.71 per month, attorney fees of 10% of the

187 foregoing accruing amounts, costs, and any and all other relief deemed appropriate by the Court.
188
189

190 **WENTZ WEAVER KLING**
191 **GOOD & HARRIS, LLP**

192 Date: November 2, 2006

193 By: 

194 Bradford J. Harris (I.D. No. 34393)
195 *Attorney for Plaintiff*
196 132 West Main Street
197 New Holland, PA 17557
198 (717) 354-4456

201 **VERIFICATION**

202
203 We verify that the statements made in the foregoing Motion To Reassess Damages and
204 Modify Judgment are true and correct to the best of our knowledge, information, or belief. We
205 further verify that we are the attorneys for Plaintiff, and that we are authorized to make this
206 verification on behalf of Plaintiff since we have first-hand knowledge, information, or belief of all
207 the statements and Plaintiff does not, and there is insufficient time before applicable deadlines to
208 obtain Plaintiff's verification as to facts known to it. We understand that false statements herein are
209 made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to authorities.
210

211 **WENTZ WEAVER KLING**
212 **GOOD & HARRIS, LLP**

213
214
215 Date: November 2, 2006

216 By: 

217 Bradford J. Harris (I.D. No. 34393)
218 *Attorney for Plaintiff*
219 132 West Main Street
220 New Holland, PA 17557
(717) 354-4456

-Customer Copy-

Receipt # 200690

Received Of:

HI-LO HUNT CLUB, INC
national credit union ad

In The Amount Of:

\$923.69

Clearfield County Tax Claim Bureau

230 East Market Street - Suite 121

Clearfield, Pennsylvania 16830

Phone: (814) 765-2641 Ext. 5998

Thursday, September 14, 2006

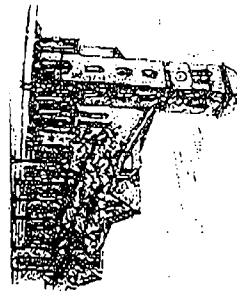
Control # 109051009

Claim # 2004-003818

Map # E15-000-00035

Property Desc 100 A IN FEE EXCEPT 30.2 A

COAL RT.



	County	District	School
TAX	140.25	35.44	575.02
INTEREST	19.99	5.05	81.94
COST / PENALTY	66.00		
CURRENT YEAR	0.00	0.00	0.00
OVERBID	0.00		
TOTAL			

\$923.69

Director of Tax Claim Bureau

RECEIPT VALID ONLY UPON PAYMENT OR LEGAL TENDER

ANY CHECK RETURN UNPAID BY YOUR BANK WILL BE SUBJECT TO A TWENTY DOLLAR (\$20.00) RETURNED CHECK FEE
Total Received On All Claims For 10905100 On 9/14/06 \$923.69

EXHIBIT

A

tabbles

125 WENTZ WEAVER KLING GOOD & HARRIS, LLP
126 By: BRADFORD J. HARRIS, ESQUIRE
127 Attorney I. D. #34393
128 132 West Main Street
129 New Holland, PA 17557
130 (717) 354-4456
131 Attorneys for Plaintiff
132
133
134

FILED^{acc}
m 110:40/201
NOV 06 2006
Atty Harris
(610)

William A. Shaw
Prothonotary/Clerk of Courts

135 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
136 **CIVIL ACTION—LAW**
137

138 NATIONAL CREDIT UNION ADMINISTRATION :
139 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
140 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
141 Plaintiff, :
142 :
143 v. :
144 :
145 HI-LO HUNT CLUB, INC., :
146 Defendant. :
147
148

149 **PROOF OF SERVICE**
150

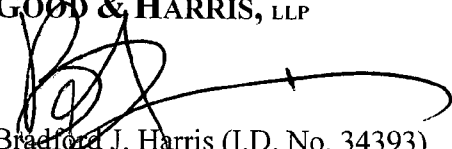
151 The undersigned hereby certifies that on the below date, a true and correct copy of the
152 attached Request for Admissions was caused to be served upon the person and in the manner
153 indicated below, which service satisfies the requirements of the applicable state and local rules of
154 civil procedure:
155

156 ***Service by regular United States first class mail addressed as follows:***
157

158 Hi-Lo Hunt Club, Inc.
159 c/o Michael Salisbury, Secretary
160 334 E. Water Street
161 Lock Haven, PA 17745

162 WENTZ WEAVER KLING
163 GOOD & HARRIS, LLP
164

165
166 Dated: November 3, 2006
167

168 By: 
169 Bradford J. Harris (I.D. No. 34393)
170 Attorney for Plaintiff
171 132 West Main Street
New Holland, PA 17557
(717) 354-4456

1 WENTZ WEAVER KLING GOOD & HARRIS, LLP
2 By: BRADFORD J. HARRIS, ESQUIRE
3 Attorney I. D. #34393
4 132 West Main Street
5 New Holland, PA 17557
6 (717) 354-4456
7 Attorneys for Plaintiff
8

10
11 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
12 **CIVIL ACTION—MORTGAGE FORECLOSURE**
13

14 NATIONAL CREDIT UNION ADMINISTRATION :
15 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
16 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
17 Plaintiff, :
18 :
19 v. :
20 :
21 HI-LO HUNT CLUB, INC., :
22 Defendant. :
23
24

FILED
MTT:48/BA
NOV 30 2006
William A. Shaw
Prothonotary/Clerk of Courts

25 **PROOF OF SERVICE**
26

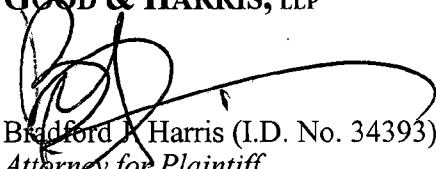
27 The undersigned hereby certifies that on the below date, a true and correct copy of the Order
28 dated November 20, 2006, proposed Order, and Amended Motion to Reassess Damages and Amend
29 Judgment was caused to be served upon the person and in the manner indicated below, which service
30 satisfies the requirements of the applicable state and local rules of civil procedure:
31

32 ***Service by regular United States first class mail addressed as follows:***
33

34 Hi-Lo Hunt Club, Inc.
35 c/o Michael Salisbury, Secretary
36 334 E. Water Street
37 Lock Haven, PA 17745

38 WENTZ WEAVER KLING
39 GOOD & HARRIS, LLP
40

41
42 Dated: November 28, 2006

43 By: 
44 Bradford J. Harris (I.D. No. 34393)
45 Attorney for Plaintiff
46 132 West Main Street
47 New Holland, PA 17557
(717) 354-4456

1 WENTZ WEAVER KLING GOOD & HARRIS, LLP
2 By: BRADFORD J. HARRIS, ESQUIRE
3 Attorney I. D. #34393
4 132 West Main Street
5 New Holland, PA 17557
6 (717) 354-4456
7 *Attorneys for Plaintiff*

8
9
10
11 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
12 **CIVIL ACTION—MORTGAGE FORECLOSURE**
13

14 NATIONAL CREDIT UNION ADMINISTRATION :
15 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
16 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
17 *Plaintiff,* :
18 :
19 v. :
20 :
21 HI-LO HUNT CLUB, INC., :
22 *Defendant.* :
23 :
24

FILED *WCC*
311:47/84
DEC 01 2006

25 **PROOF OF SERVICE**

William A. Shaw
Prothonotary/Clerk of Courts

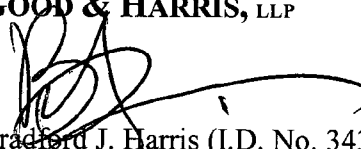
26
27 The undersigned hereby certifies that on the below date, a true and correct copy of the Order
28 Rescheduling Hearing was caused to be served upon the person and in the manner indicated below,
29 which service satisfies the requirements of the applicable state and local rules of civil procedure:
30

31 *Service by regular United States first class mail addressed as follows:*

32
33 Hi-Lo Hunt Club, Inc.
34 c/o Michael Salisbury, Secretary
35 334 E. Water Street
36 Lock Haven, PA 17745

37 WENTZ WEAVER KLING
38 GOOD & HARRIS, LLP

39
40
41 Dated: November 29, 2006

42 By: 
43 Bradford J. Harris (I.D. No. 34393)
44 *Attorney for Plaintiff*
45 132 West Main Street
46 New Holland, PA 17557
(717) 354-4456

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorney for Plaintiff

FILED

JAN 19 2007

m/12-30/07
William A. Shaw
Prothonotary/Clerk of Courts

1 sent to [unclear] (64)

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

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION :
Plaintiff, :
 :
v. :
 :
HI-LO HUNT CLUB, INC., :
Defendant. :

PROOF OF SERVICE

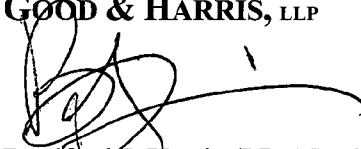
The undersigned hereby certifies that on the below date, a true and correct copy of the Order dated January 2, 2007 to Plaintiff's Motion to Reassess Damages and Modify Judgment in the above case was caused to be served upon the person and in the manner indicated below, which service satisfies the requirements of the applicable state and local rules of civil procedure:

Service by regular United States first class mail addressed as follows:

Hi-Lo Hunt Club, Inc.
c/o Michael Salisbury, Secretary
334 E. Water Street
Lock Haven, PA 17745

WENTZ WEAVER KLING
GOOD & HARRIS, LLP

Date: January 16, 2007

By: 
Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

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

NATIONAL CREDIT UNION ADMINISTRATION
BOARD, AS LIQUIDATING AGENT OF THE
LOCK HAVEN AREA FEDERAL CREDIT UNION,
Plaintiff,

No. 06-544-CD

v.

HI-LO HUNT CLUB, INC.,
Defendant.

AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF SALE OF REAL PROPERTY

1. We, WENTZ, WEAVER, KLING, GOOD & HARRIS, LLP, are the attorneys for Plaintiff in the above-captioned case, and as such, are and were authorized to execute this Affidavit and effect the actions hereinafter described.

2. In accordance with Pa.R.C.P. 3129.1 *et seq.*, we mailed on November 3, 2006 by certified mail, restricted delivery, return receipt required, the Notice of Sheriff Sale of Real Property in the above-captioned matter, which Notice (exclusive of the legal description of the real property attached to said Notice as an exhibit) is attached hereto as "EXHIBIT A" and incorporated herein by reference, to the following Defendant at their respective address: Hi-Lo Hunt Club, Inc., c/o Michael Salisbury, Secretary, 334 E. Water Street, Lock Haven, PA 17745.

3. Said legal description of the real property attached to each of said Notice is attached hereto as "EXHIBIT B" and incorporated herein by reference.

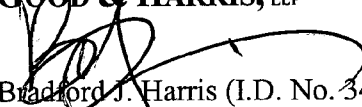
4. On November 9, 2006, said document was served upon and received by said Defendant, or by and through their authorized agent, all of which is evidenced on the executed return receipt card attached hereto as "Exhibit C" and incorporated herein by reference.

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

WENTZ WEAVER KLING
GOOD & HARRIS, LLP

DATED: November 17, 2006

By:


Bradford J. Harris (I.D. No. 34393)
Attorneys for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

FILED

NOV 27 2006

M/3:50/W

William A. Shaw

Prothonotary/Clerk of Courts

1 cent to Att

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION—MORTGAGE FORECLOSURE**

NATIONAL CREDIT UNION ADMINISTRATION
BOARD, AS LIQUIDATING AGENT OF THE
LOCK HAVEN AREA FEDERAL CREDIT UNION,
Plaintiff,

No. 06-544-CD

v.

HI-LO HUNT CLUB, INC.,
Defendant.

NOTICE OF SHERIFF SALE OF REAL PROPERTY

TO: Hi-Lo Hunt Club, Inc.
334 E. Water Street
Lock Haven, PA 17745

TAKE NOTICE that on Friday, January 5, 2007 (postponed and continued from November 3, 2006) at 10:00 a.m. (prevailing local time), the Sheriff of Clearfield County, Pennsylvania, will sell the real property, together with any home and all other fixtures and improvements thereon, located at the Intersection of Route 36 on Township Road 3014 (approximately 100 acres), in Chest Township, Clearfield County, Pennsylvania. The real property is more fully described in the attached legal description, which is incorporated herein by reference. This sale will take place at the Clearfield County Sheriff Office, Clearfield County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA (or at such other time and place that the sale is postponed to, or as the Sheriff may from time to time announce). Each of the owners or reputed owners of the real property are as follows: **Hi-Lo Hunt Club, Inc.**

This sale is being held pursuant to a writ of execution issued on the **JUDGMENT** entered in favor of the above Plaintiff(s) and against the above Defendant(s), which judgment is indexed to the above docket number in the above Court of Common Pleas.

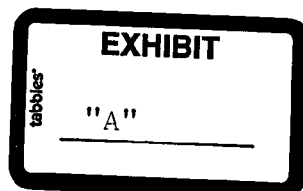
A **SCHEDULE OF DISTRIBUTION** showing who will receive the proceeds of the sale will be posted in the Sheriff Office within thirty (30) days after the sale date, and distribution of the sale proceeds will be made in accordance with the schedule unless you or someone else objects to the proposed distribution by filing exceptions to it within ten (10) days after the posting of the schedule. Information about the schedule of distribution may be obtained from the Sheriff Office.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF THE ABOVE REAL PROPERTY. YOU MAY OWN PART OR ALL OF THE ABOVE PROPERTY, OR YOU MAY HAVE A LIEN AGAINST OR OTHER INTEREST IN THE ABOVE PROPERTY. *Any lien or interest you have in the above property may be forever lost or otherwise impaired if you do not promptly take action to protect such lien or interest.*

YOU MAY HAVE THE FOLLOWING LEGAL RIGHTS (in addition to others): (1) You may have the right to file a petition with the above Court in order to open or strike the judgment, or to stay or set aside the Sheriff sale if you have a meritorious defense against the Plaintiff or there is a legal defect in the obligation or the procedures used; (2) After the Sheriff sale but before delivery of the Sheriff deed to the real property, you may have the right to file a petition with the Court to set aside the sale for a grossly inadequate price or for other proper causes; and (3) You may have the right to free legal help.

If you wish to exercise any of the above rights or any other rights that you may have regarding the above, *you must act promptly or you may lose such rights.* A lawyer can advise you more specifically of the rights you may have.

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 FOLLOWING



OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

YOU MAY HAVE THE FOLLOWING LEGAL RIGHTS (IN ADDITION TO OTHERS):

1. You may file a petition with the above Court of Common Pleas in order to open or strike the judgment, or to stay or set aside the Sheriff Sale, if you feel that you have a defense against the plaintiff, or if you are aware of a legal defect in the obligation or the procedure used against you.

2. After the Sheriff Sale but before delivery of the Sheriff's deed to the real property, you also may file a petition with the same Court of Common Pleas in order to set aside the sale for a grossly inadequate price or for other proper causes.

3. You also may have the right to free legal help. If you wish to exercise any of the above rights, or any other rights that you may have regarding the above matters, you must act promptly or you may lose such rights. A lawyer can advise you more specifically of the above rights and other rights you may have. **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 ABOVE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

**WENTZ, WEAVER, KLING
GOOD & HARRIS, LLP**

By: 

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557
(717-354-4456)

Legal Description

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

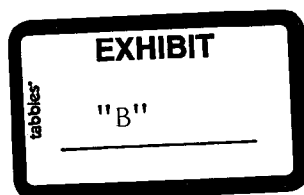
Beginning at a post; thence North $1\frac{1}{2}$ degrees East 154 perches to a post; thence North $43\frac{1}{2}$ degrees West 84 perches to a post; thence North $88\frac{1}{2}$ degrees West 28 perches to a post; thence South $1\frac{1}{2}$ degrees West 214 perches to the place of beginning. Containing one hundred acres and allowance of six per cent.

EXCEPTING thirty (30) acres conveyed to William Peighlot on east side.

BEING THE SAME PREMISES that Robert H. Mays and Arleen L. Mays, husband and wife, as to an undivided eighty percent interest, and Patricia Mays, also known as, Pat Mays, widow, as to an undivided twenty percent interest, by deed dated October 10, 2002, and recorded on or about February 14, 2003 to Instrument No. 200302183, *et. seq.*, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, granted and conveyed unto Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation.

BEING FURTHER IDENTIFIED as Parcel # E15-000-00035;

SEIZED IN EXECUTION as the property of Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation, to be sold by the sheriff of Clearfield County, Pennsylvania, under Judgment No. 2006-00544 in the Court of Common Pleas of Clearfield County, Pennsylvania.



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

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

Hi-Lo Hunt Club, Inc.
Attn: Michael Salisbury, Secretary

Postage	\$ 3.39
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.05
Restricted Delivery Fee (Endorsement Required)	3.40
Total Postage & Fees	\$ 8.34

Hi-Lo Hunt Club, Inc.
Attn: Michael Salisbury, Secretary
224 E. Water Street
Lock Haven, PA 17745

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Hi-Lo Hunt Club, Inc.
Attn: Michael Salisbury, Secretary
224 E. Water Street
Lock Haven, PA 17745

2. Article Number

(Transfer from service label)

7005 3110 0004 5603 2472

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Michael Salisbury

C. Date of Delivery

11/9/06

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

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☒ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☒ Yes

EXHIBIT

"C"

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

NATIONAL CREDIT UNION ADMINISTRATION
BOARD, AS LIQUIDATING AGENT OF THE
LOCK HAVEN AREA FEDERAL CREDIT UNION,
Plaintiff,

No. 06-544-CD

v.

HI-LO HUNT CLUB, INC.,
Defendant.

AFFIDAVIT OF SERVICE OF NOTICE OF SHERIFF SALE OF REAL PROPERTY

1. We, WENTZ, WEAVER, KLING, GOOD & HARRIS, LLP, are the attorneys for Plaintiff in the above-captioned case, and as such, are and were authorized to execute this Affidavit and effect the actions hereinafter described.

2. In accordance with Pa.R.C.P. 3129.1 *et seq.*, we mailed on November 3, 2006 by ordinary first class mail copies of the Notice of Sheriff Sale of Real Property in the above-captioned matter, which Notice (exclusive of the legal description of the real property attached to said Notice as an exhibit) is attached hereto as "EXHIBIT A" and incorporated herein by reference, to the persons and on the dates respectively enumerated in said Notice.

3. Said legal description of the real property attached to each of said Notice is attached hereto as "EXHIBIT B" and incorporated herein by reference.

4. The U.S. Postal Form 3817 Certificate of Mailing for each of said Notice is attached hereto as "EXHIBIT C" and incorporated herein by reference.

5. Our return address appeared on the envelopes for each of said Notice and as of the date of this Affidavit, the following checked paragraph is applicable:

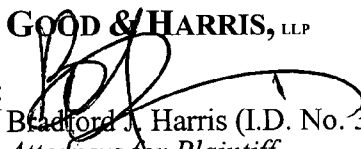
☒ None of said Notices were returned to us.

☐ None of said Notices were returned to us except those attached hereto as "EXHIBIT D" and incorporated herein by reference.

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

WENTZ WEAVER KLING
GOOD & HARRIS, LLP

DATED: November 17, 2006

By: 
Bradford J. Harris (I.D. No. 34393)
Attorneys for Plaintiff
132 West Main Street
New Holland, PA 17557
(717) 354-4456

FILED

NOV 27 2006

ml 3:50/w

William A. Shaw
Prothonotary/Clerk of Courts

1 cert to Att

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

NATIONAL CREDIT UNION ADMINISTRATION
BOARD, AS LIQUIDATING AGENT OF THE
LOCK HAVEN AREA FEDERAL CREDIT UNION,
Plaintiff,

No. 06-544-CD

v.

HI-LO HUNT CLUB, INC.,
Defendant.

NOTICE OF SHERIFF SALE OF REAL PROPERTY

TO: Robert Mays
489 South Honey Beon Way
Lecomb, FL 34461

Clearfield County Domestic
Relations Office
230 E. Market Street
Clearfield, PA 16830

National Credit Union Administration
Board, as Liquidating Agent of the Lock
Haven Area Federal Credit Union
4807 Spicewood Springs Road, Ste 5100
Austin, TX 78759-8490

PA Department of Public Welfare
Bureau of Child Support Enforcement
Health & Welfare Building, Rm. 432
P.O. Box 2675
Harrisburg, PA 17105-2675

Clearfield Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830

Occupants/Tenants
334 East Water Street
Lock Haven, PA 17745

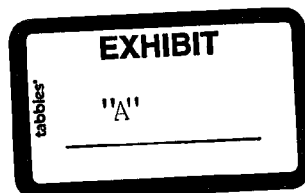
TAKE NOTICE that on Friday, January 5, 2007 (postponed and continued from November 3, 2006) at 10:00 a.m. (prevailing local time), the Sheriff of Clearfield County, Pennsylvania, will sell the real property, together with any home and all other fixtures and improvements thereon, located at the Intersection of Route 36 on Township Road 3014 (approximately 100 acres), in Chest Township, Clearfield County, Pennsylvania. The real property is more fully described in the attached legal description, which is incorporated herein by reference. This sale will take place at the Clearfield County Sheriff Office, Clearfield County Courthouse, 1 North 2nd Street, Suite 116, Clearfield, PA (or at such other time and place that the sale is postponed to, or as the Sheriff may from time to time announce). Each of the owners or reputed owners of the real property are as follows: **Hi-Lo Hunt Club, Inc.**

This sale is being held pursuant to a writ of execution issued on the **JUDGMENT** entered in favor of the above Plaintiff(s) and against the above Defendant(s), which judgment is indexed to the above docket number in the above Court of Common Pleas.

A **SCHEDULE OF DISTRIBUTION** showing who will receive the proceeds of the sale will be posted in the Sheriff Office within thirty (30) days after the sale date, and distribution of the sale proceeds will be made in accordance with the schedule unless you or someone else objects to the proposed distribution by filing exceptions to it within ten (10) days after the posting of the schedule. Information about the schedule of distribution may be obtained from the Sheriff Office.

THIS PAPER IS A NOTICE OF THE TIME AND PLACE OF THE SALE OF THE ABOVE REAL PROPERTY. YOU MAY OWN PART OR ALL OF THE ABOVE PROPERTY, OR YOU MAY HAVE A LIEN AGAINST OR OTHER INTEREST IN THE ABOVE PROPERTY. Any lien or interest you have in the above property may be forever lost or otherwise impaired if you do not promptly take action to protect such lien or interest.

YOU MAY HAVE THE FOLLOWING LEGAL RIGHTS (in addition to others): (1) You may have the right to file a petition with the above Court in order to open or strike the judgment, or to stay or set aside the Sheriff sale if you have a meritorious defense against the Plaintiff or there is a legal defect in the obligation or the procedures used; (2) After the Sheriff sale but before delivery of the Sheriff deed to the real property, you may have the right to file a petition with the Court to set aside the sale for a grossly inadequate price or for other proper causes; and (3) You may have the right to free legal help.



If you wish to exercise any of the above rights or any other rights that you may have regarding the above, *you must act promptly or you may lose such rights*. A lawyer can advise you more specifically of the rights you may have.

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 FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

David S. Meholick, Court Admin.
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641, Ext. 5982

**WENTZ, WEAVER, KLING
GOOD & HARRIS, LLP**

By: 

Bradford J. Harris (I.D. No. 34393)
Attorney for Plaintiff
132 West Main Street
New Holland, PA 17557 (717-354-4456)

Legal Description

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

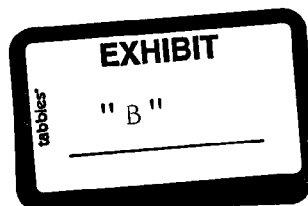
Beginning at a post; thence North $1\frac{1}{2}$ degrees East 154 perches to a post; thence North $43\frac{1}{2}$ degrees West 84 perches to a post; thence North $88\frac{1}{2}$ degrees West 28 perches to a post; thence South $1\frac{1}{2}$ degrees West 214 perches to the place of beginning. Containing one hundred acres and allowance of six per cent.

EXCEPTING thirty (30) acres conveyed to William Peighlot on east side.

BEING THE SAME PREMISES that Robert H. Mays and Arleen L. Mays, husband and wife, as to an undivided eighty percent interest, and Patricia Mays, also known as, Pat Mays, widow, as to an undivided twenty percent interest, by deed dated October 10, 2002, and recorded on or about February 14, 2003 to Instrument No. 200302183, *et. seq.*, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, granted and conveyed unto Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation.

BEING FURTHER IDENTIFIED as Parcel # E15-000-00035;

SEIZED IN EXECUTION as the property of Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation, to be sold by the sheriff of Clearfield County, Pennsylvania, under Judgment No. 2006-00544 in the Court of Common Pleas of Clearfield County, Pennsylvania.

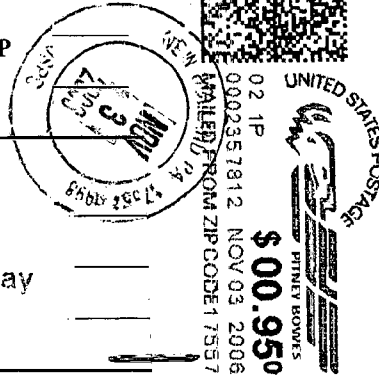


U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Bradford J. Harris, Esquire
Wentz Weaver Kling Good & Harris, LLP
132 West Main Street
New Holland, PA 17557-1295

One piece of ordinary mail addressed to:

Robert Mays
489 South Honey Beon Way
Lecomb, FL 34461



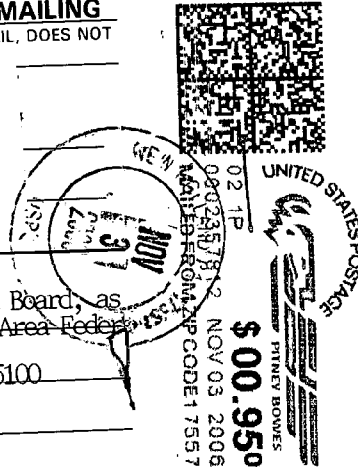
PS Form 3817, Mar. 1989

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

Bradford J. Harris, Esquire
Wentz Weaver Kling Good & Harris, LLP
132 West Main Street
New Holland, PA 17557-1295

One piece of ordinary mail addressed to:

National Credit Union Administration Board, as
Liquidating Agent of the Lock Haven Area Federal
Credit Union
4807 Spicewood Springs Road, Suite 5100
Austin, TX 78759-8490



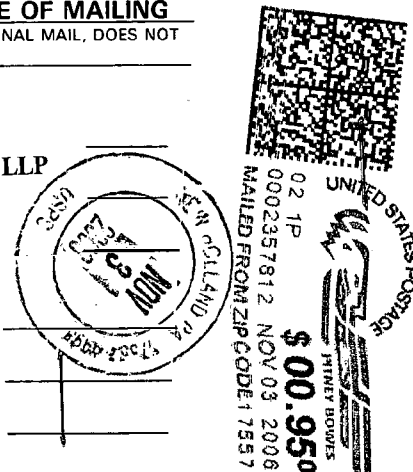
PS Form 3817, Mar. 1989

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

Bradford J. Harris, Esquire
Wentz Weaver Kling Good & Harris, LLP
132 West Main Street
New Holland, PA 17557-1295

One piece of ordinary mail addressed to:

Occupants/Tenants
334 East Water Street
Lock Haven, PA 17745



PS Form 3817, Mar. 1989

EXHIBIT

"C"

tabbles

U.S. POSTAL SERVICE

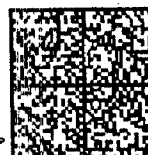
CERTIFICATE OF MAILING

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

Received From:

Bradford J. Harris, Esquire
Wentz Weaver Kling Good & Harris, LLP
132 West Main Street
New Holland, PA 17557-1295

Clearfield County Domestic Relations Office
230 E. Market Street
Clearfield, PA 16830



02 1P
0002357812 NOV 03 2006
MAILED FROM ZIP CODE 17557



\$00.95

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE

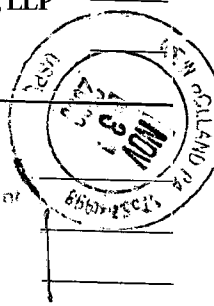
CERTIFICATE OF MAILING

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

Bradford J. Harris, Esquire
Wentz Weaver Kling Good & Harris, LLP
132 West Main Street
New Holland, PA 17557-1295

One piece of ordinary mail addressed to:

PA Department of Public Welfare
Bureau of Child Support Enforcement
Health & Welfare Building, Rm. 132
P.O. Box 1676
Harrisburg, PA 17105-2675



02 1P
0002357812 NOV 03 2006
MAILED FROM ZIP CODE 17557



\$00.95

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE

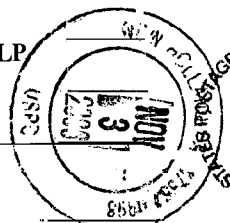
CERTIFICATE OF MAILING

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

Bradford J. Harris, Esquire
Wentz Weaver Kling Good & Harris, LLP
132 West Main Street
New Holland, PA 17557-1295

One piece of ordinary mail addressed to:

Clearfield Tax Claim Bureau
230 E. Market Street
Clearfield, PA 16830



02 1P
0002357812 NOV 03 2006
MAILED FROM ZIP CODE 17557

\$00.95

PS Form 3817, Mar. 1989

FILED
NOV 27 2006
William A. Shaw
Prothonotary/Clerk of Courts

CA

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorneys for Plaintiff

FILED ICC Sheriff
plz: 48/51
JAN 03 2007
cc: Mr. Harris
w/ memo
William A. Shaw
Prothonotary/Clerk of Courts

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION—MORTGAGE FORECLOSURE**

NATIONAL CREDIT UNION ADMINISTRATION
BOARD, AS LIQUIDATING AGENT OF THE
LOCK HAVEN AREA FEDERAL CREDIT UNION,
Plaintiff,

No. 06-544-CD

v.

HI-LO HUNT CLUB, INC.,
Defendant.

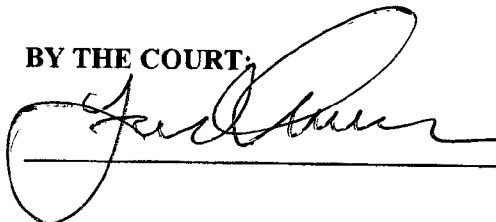
ORDER

AND NOW, this 2nd day of JAN. 2007, upon motion of Plaintiff to reassess damages and modify the judgment against Defendant in the above-captioned action, and no objections to same being filed,

IT IS HEREBY ORDERED AND DECREED that the judgment originally entered in the above-captioned action is modified and entered in favor of Plaintiff and against Defendant in the amount of \$53,893.37, plus until paid, interest thereon at the rate of 7.5% per annum (\$8.43 per diem), late charges at the rate of \$26.71 per month, attorney fees of 10% of the foregoing accruing amounts, and costs.

IT IS FURTHER HEREBY ORDERED AND DECREED that the Clearfield County Prothonotary and Clearfield County Sheriff shall change their records and dockets accordingly to reflect said amended judgment; and all judgment and writ praecipis, notices of judgment, writs of execution, notices of sale, and other documents regarding the above-captioned action and containing the original judgment are hereby amended to reflect said hereinabove amended judgment in lieu of the original judgment without further action of any person.

BY THE COURT:



J.

DATE: 1/3/07

☒ You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

- _____ Plaintiff(s) _____ Attorney _____ Other _____
- _____ Defendant(s) _____ Attorney _____
- _____ Special Instructions: _____

William A. Shaw
Prothonotary/Clerk of Courts

JAN 03 2007

FILED

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorneys for Plaintiff

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

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION, :
Plaintiff, :
v. :
HI-LO HUNT CLUB, INC., :
Defendant. :

FILED

NOV 29 2006

612:30 (w/h)
William A. Shaw
Prothonotary/Clerk of Courts (62)

ORDER RESCHEDULING HEARING

2 CENT TO AMT

AND NOW, this 29th day of November, 2006, upon consideration of the attached motion, it is hereby ordered that this Court's Order dated November 20, 2006 in the above matter is hereby amended to reschedule the hearing enumerated therein by deleting paragraph 5 of said Order and replacing same with the following:

5. in the event that Respondent answers the motion, an evidentiary hearing and argument on disputed issues of material fact shall be held on **January 2, 2007** in Courtroom No. 1 at **3:00 p.m.** of the Clearfield County Courthouse . . .

NOTICE of the entry of this order shall be provided to all parties by Movant.

BY THE COURT:

Judith J. Ammenman

J.

Attest: _____

WENTZ WEAVER KLING GOOD & HARRIS, LLP
By: BRADFORD J. HARRIS, ESQUIRE
Attorney I. D. #34393
132 West Main Street
New Holland, PA 17557
(717) 354-4456
Attorneys for Plaintiff

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION—MORTGAGE FORECLOSURE**

NATIONAL CREDIT UNION ADMINISTRATION :
BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION, :
Plaintiff, :
v. :
HI-LO HUNT CLUB, INC., :
Defendant. :

FILED
NOV 29 2006
11:00 AM
William A. Shaw
Prothonotary/Clerk of Courts
Sent to Att

MOTION FOR EXPEDITED HEARING

TO THE HONORABLE JUDGES OF SAID COURT:

1. The Movant is the National Credit Union Administration Board, as Liquidating Agent of the Lock Haven Area Federal Credit Union, which is the Plaintiff in the above-captioned mortgage foreclosure action.

2. The Respondent is Hi-Lo Hunt Club, Inc., who is the Defendant in the above-captioned action.

3. On November 6, 2006, Movant filed an Amended Motion to Reassess Damages and Modify Judgment in the above-captioned action.

4. On November 20, 2006, the Court entered an Order in response to said motion. A true and correct copy of said Order is attached hereto as "Exhibit A" and incorporated herein.

5. Paragraph 5 of said Order scheduled the hearing on said motion (if contested) for January 10, 2007, which is unfortunately five days AFTER the pending sheriff sale of the mortgaged property on January 5, 2007.

6. Said sheriff sale was specifically postponed in order to reassess damages pursuant to said

90 motion, and cannot be postponed again without a court order.
91

92 7. The January 10, 2007 hearing needs to be rescheduled and expedited before said sheriff
93 sale, and Court Administration has advised Movant that January 2, 2007 at 3:00 p.m. is available
94 for said hearing and is tentatively holding said time available pending confirmation by the Court.
95

96 WHEREFORE, Movant respectfully requests the Court to amend paragraph 5 of its
97 November 20, 2006 Order to expedite and reschedule the hearing for January 2, 2007 at 3:00 p.m.
98

99 **WENTZ WEAVER KLING**
100 **GOOD & HARRIS, LLP**

101
102 Date: November 28, 2006

By: 

103 Bradford J. Harris (I.D. No. 34393)
104 *Attorney for Plaintiff*
105 132 West Main Street
106 New Holland, PA 17557
107 (717) 354-4456
108

109
110
111 **VERIFICATION**
112

113 We verify that the statements made in the foregoing Motion To Reassess Damages and
114 Modify Judgment are true and correct to the best of our knowledge, information, or belief. We
115 further verify that we are the attorneys for Plaintiff, and that we are authorized to make this
116 verification on behalf of Plaintiff since we have first-hand knowledge, information, or belief of all
117 the statements and Plaintiff does not, and there is insufficient time before applicable deadlines to
118 obtain Plaintiff's verification as to facts known to it. We understand that false statements herein
119 are made subject to the penalties of 18 Pa.C.S. § 4904, relating to unsworn falsification to
120 authorities.
121

122 **WENTZ WEAVER KLING**
123 **GOOD & HARRIS, LLP**

124
125
126 Date: November 28, 2006

By: 

127 Bradford J. Harris (I.D. No. 34393)
128 *Attorney for Plaintiff*
129 132 West Main Street
130 New Holland, PA 17557
131 (717) 354-4456

1 WENTZ WEAVER KLING GOOD & HARRIS, LLP
2 By: BRADFORD J. HARRIS, ESQUIRE
3 Attorney I. D. #34393
4 132 West Main Street
5 New Holland, PA 17557
6 (717) 354-4456
7 Attorneys for Plaintiff
8

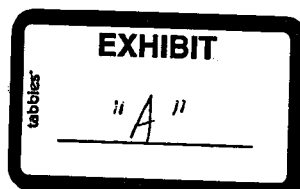
10
11 IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
12 CIVIL ACTION—MORTGAGE FORECLOSURE
13

14 NATIONAL CREDIT UNION ADMINISTRATION :
15 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
16 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
17 Plaintiff, :
18 :
19 v. :
20 :
21 HI-LO HUNT CLUB, INC., :
22 Defendant. :
23
24

25 ORDER
26

27 AND NOW, this 20th day of November, 2006, upon consideration of the attached
28 motion, it is hereby ordered that
29

- 30 1. a Rule is hereby entered upon Respondent Hi-Lo Hunt Club, Inc. to show cause why
31 Plaintiff (Movant) is not entitled to the relief requested;
32
33 2. Respondent may file an answer to the motion within 20 days of the date of this
34 Order;
35
36 3. the motion shall be decided under Pa.R.C.P. 206.7;
37
38 4. depositions or request for admissions and answers thereto, shall be completed within
39 30 days of the date of this Order;



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5. in the event that Respondent answers the motion, an evidentiary hearing and argument on disputed issues of material fact shall be held on ~~December~~ ^{January} 10, 2007 in Courtroom No. 1 of the Clearfield County Courthouse; and
@ 1:30 p.m.

6. notice of the entry of this order shall be provided to all parties by Movant.

BY THE COURT:

/s/ Fredric J. Ammerman

Attest: _____

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

NOV 21 2006

Attest.

William L. Brown
Prothonotary/
Clerk of Courts

132 **WENTZ WEAVER KLING GOOD & HARRIS, LLP**
133 By: BRADFORD J. HARRIS, ESQUIRE
134 Attorney I. D. #34393
135 132 West Main Street
136 New Holland, PA 17557
137 (717) 354-4456
138 *Attorneys for Plaintiff*

142 **IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**
143 **CIVIL ACTION—LAW**

145 NATIONAL CREDIT UNION ADMINISTRATION :
146 BOARD, AS LIQUIDATING AGENT OF THE : No. 06-544-CD
147 LOCK HAVEN AREA FEDERAL CREDIT UNION, :
148 *Plaintiff,* :
149 :
150 v. :
151 :
152 HI-LO HUNT CLUB, INC., :
153 *Defendant.* :

156 **PROOF OF SERVICE**

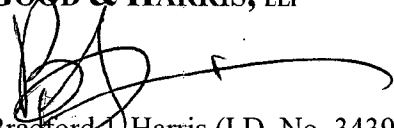
158 The undersigned hereby certifies that on the below date, a true and correct copy of the
159 foregoing documents was caused to be served upon the person and in the manner indicated below,
160 which service satisfies the requirements of the applicable state and local rules of civil procedure:
161

162 *Service by regular United States first class mail addressed as follows:*

163
164 Hi-Lo Hunt Club, Inc.
165 c/o Michael Salisbury, Secretary
166 334 E. Water Street
167 Lock Haven, PA 17745

168 **WENTZ WEAVER KLING**
169 **GOOD & HARRIS, LLP**

172 Dated: November 28, 2006

170
171
172 By: 
173 Bradford J. Harris (I.D. No. 34393)
174 *Attorney for Plaintiff*
175 132 West Main Street
176 New Holland, PA 17557
177 (717) 354-4456

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20414

NO: 06-544-CD

PLAINTIFF: NATIONAL CREDIT UNION ADMINISTRATION BOARD, AS LIQUIDATING AGENT OF THE LOCK HAVEN
AREA FEDERAL CREDIT UNION

vs.

DEFENDANT: HI-LO HUNT CLUB, INC.

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 08/04/2006

LEVY TAKEN 08/29/2006 @ 11:20 AM

POSTED 08/29/2006 @ 11:20 AM

SALE HELD 01/05/2007

SOLD TO EAST COAST GUN SALES, LLC

SOLD FOR AMOUNT \$40,000.00 PLUS COSTS

WRIT RETURNED 02/01/2007

DATE DEED FILED 02/01/2007

PROPERTY ADDRESS INTERSECTION ROUTE 36 ON TOWNSHIP ROAD 3014 LAJOSE , PA 15753

FILED
01/30/2007
FEB 01 2007

William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

09/11/2006 @ 10:20 AM SERVED HI-LO HUNT CLUB, INC. C/O MICHAEL SALISBURY/SEC.

CLINTON COUNTY SERVED HI-LO HUNT CLUB, INC. C/O MICHAEL SALISBURY/SEC. AT CLINTON COUNTY SHERIFF'S OFFICE, 230 E.
WATER STREET, LOCK HAVEN, PA, BY HANDING TO MICHAEL SALISBURY SECRETARY

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 HI-LO HUNT CLUB, INC.

JAMES A. NULL II PRES/TREAS. NOT SERVED.

@ SERVED

NOW, JANUARY 5, 2007 PROPERTY SOLD TO EAST COAST GUN SALES, 139 APPLE STREET, DUNCANVILLE, PA 16635

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20414
NO: 06-544-CD

PLAINTIFF: NATIONAL CREDIT UNION ADMINISTRATION BOARD, AS LIQUIDATING AGENT OF THE LOCK
HAVEN AREA FEDERAL CREDIT UNION

vs.

DEFENDANT: HI-LO HUNT CLUB, INC.

Execution REAL ESTATE

SHERIFF RETURN


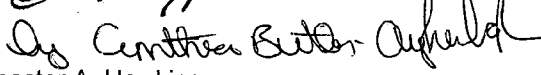
SHERIFF HAWKINS \$1,037.71

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

WENTZ WEAVER KLING GOOD & HARRIS, LLP
 By: BRADFORD J. HARRIS, ESQUIRE
 Attorney I. D. #34393
 132 West Main Street
 New Holland, PA 17557
 (717) 354-4456
Attorney for Plaintiff

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

NATIONAL CREDIT UNION ADMINISTRATION :	
BOARD, AS LIQUIDATING AGENT OF THE :	No. 06-544-CD
LOCK HAVEN AREA FEDERAL CREDIT UNION, :	
<i>Plaintiff,</i>	:
	:
v.	:
	:
HI-LO HUNT CLUB, INC.,	:
<i>Defendant.</i>	:

WRIT OF EXECUTION
 (Mortgage Foreclosure—Pa.R.C.P. 3180 to 3183 & 3257)

TO THE CLINTON COUNTY SHERIFF:

You are directed to levy upon and sell the real property of Defendant, Hi-Lo Hunt Club, Inc. located at the Intersection of Route 36 on Township Road 3014 (approximately 100 acres), in Chest Township. Clearfield County, Pennsylvania , which property is more fully described in the legal description attached hereto and incorporated herein by reference, in order to satisfy the following:

Judgment	\$49,093.06
Interest @ 7.5% per annum (\$8.43 per diem) from 8/3/06 thru _____ (sheriff sale date) ...	_____
Late charges @ \$26.71 per month thru 9/06	_____
Attorneys fees @ 10% of above interest & late charges	_____
Prothonotary costs	_____
Sheriff costs	_____

Other (describe) _____

Prothonotary costs \$145.00

TOTAL \$

plus to the date of settlement, interest at 7.5%
p/a (\$8.43p/d), late charges @ \$26.71/month,
attorney fees @ 10% of the foregoing accruing
amounts, and costs

Date: Aug. 4, 2006



(Deputy) Prothonotary

[SEAL OF THE COURT]

Received August 4, 2006 @ 3:00 P.M.
Cristina A. Hawkins
by Cynthia Butler-Cayton

Legal Description

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

Beginning at a post; thence North $1\frac{1}{2}$ degrees East 154 perches to a post; thence North $43\frac{1}{2}$ degrees West 84 perches to a post; thence North $88\frac{1}{2}$ degrees West 28 perches to a post; thence South $1\frac{1}{2}$ degrees West 214 perches to the place of beginning. Containing one hundred acres and allowance of six per cent.

EXCEPTING thirty (30) acres conveyed to William Peighlot on east side.

BEING THE SAME PREMISES that Robert H. Mays and Arleen L. Mays, husband and wife, as to an undivided eighty percent interest, and Patricia Mays, also known as, Pat Mays, widow, as to an undivided twenty percent interest, by deed dated October 10, 2002, and recorded on or about February 14, 2003 to Instrument No. 200302183, *et. seq.*, in the Office of the Recorder of Deeds in and for Clearfield County, Pennsylvania, granted and conveyed unto Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation.

BEING FURTHER IDENTIFIED as Parcel # E15-000-00035;

SEIZED IN EXECUTION as the property of Hi-Lo Hunt Club, Inc., a Pennsylvania Corporation, sold by the sheriff of Clearfield County, Pennsylvania, under Judgment No. 2006-00544 in the Court of Common Pleas of Clearfield County, Pennsylvania.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME HI-LO HUNT CLUB, INC. C/O MICHAEL SALISBURY/SEC.

NO. 06-544-CD

NOW, February 01, 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 Hi-Lo Hunt Club, Inc. to public venue or outcry at which time and place I sold the same to EAST COAST GUN SALES, LLC he/she being the highest bidder, for the sum of \$40,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR SERVICE	15.00
MILEAGE LEVY	15.00
MILEAGE POSTING	24.03
CSDS	15.00
COMMISSION	10.00
POSTAGE	800.00
HANDBILLS DISTRIBUTION	4.68
ADVERTISING	15.00
ADD'L SERVICE DEED	25.00
ADD'L POSTING	15.00
ADD'L MILEAGE	15.00
ADD'L LEVY	30.00
BID AMOUNT	40,000.00
RETURNS/DEPUTIZE COPIES	9.00
	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	20.00
TOTAL SHERIFF COSTS	\$1,057.71

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	820.50
TOTAL DEED COSTS	\$849.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	53,893.37
INTEREST @ 8.4300 % FROM 08/06/2006 TO 01/05/2007	1,281.36
PROTH SATISFACTION	
LATE CHARGES AND FEES	80.13
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	4,994.35
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$60,269.21

COSTS:

ADVERTISING	345.22
TAXES - COLLECTOR	
TAXES - TAX CLAIM	1,771.10
DUE	
LIEN SEARCH	200.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	849.50
SHERIFF COSTS	1,057.71
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	80.00
MUNICIPAL LIEN	
TOTAL COSTS	\$4,597.53

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



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

*Please serve Michael Salisbury or
James A. Null*

2nd page

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20414

TERM & NO. 06-544-CD

NATIONAL CREDIT UNION ADMINISTRATION BOARD, AS LIQUIDATING AGENT OF THE LOCK HAVEN AREA FEDERAL CREDIT UNION

VS.

HI-LO HUNT CLUB, INC.

DOCUMENTS TO BE SERVED:

NOTICE OF SALE
WRIT OF EXECUTION
COPY OF LEVY

SERVE BY: OCTOBER 2, 2006

MAKE REFUND PAYABLE TO RETURN TO BE SENT TO THIS OFFICE

SERVE: HI-LO HUNT CLUB, INC. C/O MICHAEL SALISBURY/SEC.

ADDRESS: 334 E. WATER STREET
LOCK HAVEN, PA 17745

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 CLINTON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, September 6, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986

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DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20414

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NATIONAL CREDIT UNION ADMINISTRATION BOARD, AS LIQUIDATING AGENT OF THE LOCK HAVEN AREA FEDERAL CREDIT UNION

VS.

HI-LO HUNT CLUB, INC.

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

SERVE BY: OCTOBER 2, 2006

**MAKE REFUND PAYABLE TO
RETURN TO BE SENT TO THIS OFFICE**

SERVE: HI-LO HUNT CLUB, INC.

ADDRESS: C/O JAMES A. NULL II PRES/TREAS. 114 CLINTON AVENUE
MILL HALL, PA 17751

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 CLINTON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Wednesday, September 6, 2006.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

DATE RECEIVED

DATE PROCESSED

SHERIFF'S DEPARTMENT

CLINTON COUNTY, PENNSYLVANIA

COURTHOUSE, BASEMENT, LOCK HAVEN, PA 17745

**SHERIFF SERVICE
PROCESS RECEIPT, and AFFIDAVIT OF RETURN****INSTRUCTIONS:**

Print legibly, insuring readability of all copies.

Do not detach any copies. CCSD ENV.#

740-06

1. PLAINTIFF / S /

National Credit Union Admin.

2. COURT NUMBER

06-554-CD

3. DEFENDANT / S /

Hi-Lo Hunt Club, Inc.

4. TYPE OF WRIT OR COMPLAINT

Writ, Notice & Levy

SERVE

5. NAME OF INDIVIDUAL, COMPANY, CORPORATION, ETC., TO SERVICE OR DESCRIPTION OF PROPERTY TO BE LEVIED, ATTACHED OR SOLD.

HI-LO HUNT CLUB, INC.

6. ADDRESS (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

C/O MICHAEL SALISBURY OR ~~DEPT~~ LOCK HAVEN, PA 17745

7. INDICATE UNUSUAL SERVICE:

☐ PERSONAL☐ PERSON IN CHARGE☐ DEPUTIZE☐ CERT. MAIL☐ REGISTERED MAIL☐ POSTED☐ OTHER

NOW, 20, I, SHERIFF OF CLINTON COUNTY, PA., do hereby deputize the Sheriff of
County to execute this Writ and make return thereof according
to law. This deputation being made at the request and risk of the plaintiff.

SHERIFF OF CLINTON COUNTY

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE:

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN — Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriffs' sale thereof.

9. SIGNATURE of ATTORNEY or other ORIGINATOR requesting service on behalf of:

BRADFORD J. HARRIS

☐ PLAINTIFF☐ DEFENDANT

10. TELEPHONE NUMBER

11. DATE

9/11/06

SPACE BELOW FOR USE OF SHERIFF ONLY — DO NOT WRITE BELOW THIS LINE

12. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy or Clerk and Title

CHRISTINA M. BILBY SECRETARY

13. Date Received

9/11/06

14. Expiration/Hearing date

10/04/06

15. I hereby CERTIFY and RETURN that I ☐ have personally served, ☒ have served person in charge, ☐ have legal evidence of service as shown in "Remarks" (on reverse) ☐ have posted the above described property with the writ or complaint described on the individual, company, corporation, etc., at the address shown above or on the individual, company, corporation, etc., at the address inserted below by handling/or Posting a TRUE and ATTESTED COPY thereof.

16. ☐ I hereby certify and return a NOT FOUND because I am unable to locate the individual, company, corporation, etc., named above. (See remarks below)

17. Name and title of individual served

Michael Salisbury, Secretary

18. A person of suitable age and discretion then residing in the defendant's usual place of abode. ☐Read Order ☐

19. Address of where served (complete only if different than shown above) (Street or RFD, Apartment No., City, Boro, Twp., State and ZIP Code)

Sheriff's Office, 230 E. Water St.
Lock Haven, PA

20. Date of Service

9/11/06

21. Time

10:20 AM

22. ATTEMPTS

Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.	Date	Miles	Dep. Int.

23. Advance Costs

24.

25.

26.

27. Total Costs

28. COST DUE OR REFUND

AFFIRMED and subscribed to before me this

11th

day of

September 20 06

Christina M. Bilby
NOTARY PUBLIC
My Commission Expires December 4, 2007

SO ANSWER.

By (Sheriff/Dep. Sheriff) (Please Print or Type)

CHARLES R. ANKNEY

Signature of Sheriff

Date

Date

9/11/06

SHERIFF OF CLINTON COUNTY

I ACKNOWLEDGE RECEIPT OF WRIT OF EXECUTION AND RETURN SIGNATURE
OF AUTHORIZED ISSUING AUTHORITY AND TITLE

39. Date Received

PROTHONOTARY

SHERIFF'S RETURN OF SERVICE

- () (1) The within _____
upon _____, the within named
defendant by mailing to _____
by _____ mail, return receipt requested, postage
prepaid, _____ on the _____,
a true and attested copy thereof at _____

The return receipt signed by _____
defendant on the _____ is hereto attached and
made a part of this return.

- () (2) Outside the Commonwealth, pursuant to Pa. RCP.405 (c) (1) (2), by mailing a true and
attested copy thereof at _____

in the following manner:

- () (a) To the defendant by () registered () certified mail, return receipt requested,
postage prepaid, addressee only on the _____,
said receipt being returned NOT signed by defendant, but with a notation by the
Postal Authorities that Defendant refused to accept the same. The returned
receipt and envelope is attached hereto and made part of this return.

And thereafter:

- () (b) To the defendant by ordinary mail addressed to defendant at same address, with
the return address of the Sheriff appearing thereon, on the _____

I further certify that after fifteen (15) days from the mailing date, I have not
received said envelope back from the Postal Authorities. A certificate of mailing
is hereto attached as a proof of mailing.

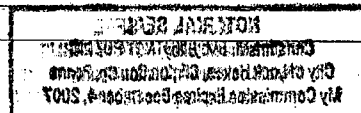
- () (3) By publication in the Lock Haven Express, a weekly publication of general circulation
in the County of Clinton, Commonwealth of Pennsylvania, one time with publication
appearing _____

The affidavit from said Lock Haven Express is hereto attached.

- () (4) By mailing to _____
by _____ mail, return receipt requested, postage prepaid,
on the _____
a true and attested copy thereof at _____

The _____ returned by the Postal
Authorities marked _____
is hereto attached.

- () (5) Other _____



BRADFORD J. HARRIS
wwkgh.bjh@comcast.net

LAW OFFICES
**WENTZ WEAVER KLING
GOOD & HARRIS, LLP**

132 West Main Street
New Holland, PA 17557-1295
(717) 354-4456
Fax: (717) 354-2090

INTERCOURSE OFFICE
(717) 768-6300
LAW OFFICE
(717) 442-4040

November 2, 2006

Cynthia Butler-Aughenbaugh
Clearfield County Sheriff
230 E. Market Street
Clearfield, PA 16830

via fax to 814-765-5915 and regular mail

Re: *National Credit Union Board, as Liquidating
Agent of the Lock Haven Area Federal Credit
Union v. Hi-Lo Hunt Club, Inc., No. 06-
544-CD*

Dear Cynthia:

Please continue and postpone the sheriff sale currently scheduled for November 3, 2006 at 10:00 a.m. in the above-captioned case until January 5, 2007, prevailing time, and announce this continuance/postponement at the November 3, 2006 sale.

Thank you for your anticipated cooperation. Please do not hesitate to contact me should you have any questions.

Very truly yours,

**WENTZ WEAVER KLING
GOOD & HARRIS, LLP**

By: 
Bradford J. Harris

BJH:ebd