



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

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff

No. 06-1190-CD

Type of Pleading: COMPLAINT

vs

Filed on Behalf of: Plaintiff

CHARLES A. McGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY  
Defendant

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

**NOTICE TO DEFEND**

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

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

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

**FILED** Any pd.  
85.00  
m11:21:38  
JUL 25 2006  
2cc Shff  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF  
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CLEARFIELD BANK AND TRUST  
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Type of Pleading: COMPLAINT

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CHARLES A. MCGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY

Defendants

Counsel of Record for this Party:  
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**COMPLAINT**

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

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a  
corporation, with a principal place of business of 11 North Second Street, P.O. Box 171  
Clearfield, Pennsylvania 16830.
2. The Defendants are CHARLES A. MCGARRY and ANGELA M.  
MCLAUGHLIN-MCGARRY, with a mailing address of 4308 Irishtown Road, Box 284,

Grampian, Pennsylvania 16838 and a property address of Main & Fourth Street,  
Grampian, Pennsylvania 16838.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated March 11, 2003, in the principal amount of \$15,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200304307 on March 20, 2003.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Borough of Grampian, formerly Penville, Clearfield County, Pennsylvania, a legal description is more fully described in the attached Exhibit "B".

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$15,000.00 as set forth in Promissory Note dated March 11, 2003. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated February 14, 2006, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

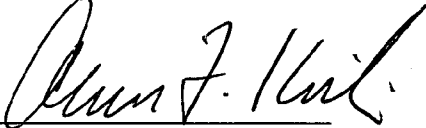
(a)	Principal Balance	\$ 14,520.51
(b)	Interest per diem of 3.30970 from 11/15/05 to 7/20/06	\$ 403.36
(c)	Late Charges	\$ 0.00
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	\$ 1,452.05
	<b>FINAL TOTAL</b>	<b>\$ 16,404.42</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$16,404.42** plus interest at **8.50%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.

Date: **July 20, 2006**

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

KAREN L. STARK  
 CLERK AND RECORDER  
 CLEARFIELD COUNTY  
 Pennsylvania

INSTRUMENT NUMBER  
 200304307

RECORDED ON  
 MAR 20, 2003  
 1:23:37 AM

Total Pages: 5

OFFICE FEES - \$15.00

RECORDING FEE \$2.00

ADDITIONAL IMPROVEMENT \$3.00

ACCESS TO \$10.00

TITLE \$0.50

DEED TAX \$30.50

CUSTOMER

CLEARFIELD BANK AND TRUST

Commonwealth of Pennsylvania \_\_\_\_\_ Space Above This Line For Recording Data \_\_\_\_\_

# **OPEN-END MORTGAGE**

This Mortgage secures future advances

- 1. DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is MARCH 11, 2003.....  
 and the parties, their addresses and tax identification numbers, if required, are as follows:  
**MORTGAGOR:**

CHARLES A MCGARRY JR  
 ANGELA M MCLAUGHLIN  
 PO BOX 284  
 GRAMPIAN PA 16838-0284

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

**LENDER:**

CLEARFIELD BANK & TRUST COMPANY  
 407 WALNUT STREET  
 CURWENSVILLE, PA 16833

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

CLEARFIELD COUNTY INSTRUMENT #199909052

The property is located in CLEARFIELD CO/GRAMPIAN BOR.....  
 (County)

MAIN & FOURTH ST..... GRAMPIAN....., Pennsylvania 16838.....  
 (Address) (City) (ZIP Code)

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

- 3. MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 15,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.



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

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

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

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

(page 2 of 4)

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

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

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

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

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

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

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



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

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

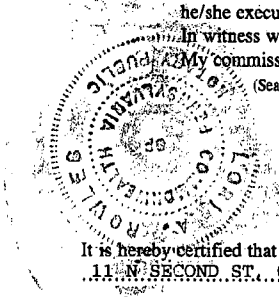
☒ **NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.**

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

<i>Charles A. McGarry Jr.</i> (Signature) CHARLES A. MCGARRY JR. 03/11/03 (Date)	<i>Angela M. McLaughlin</i> (Signature) ANGELA M. MCLAUGHLIN 03/11/03 (Date)
<i>Debra K. Bowser</i> (Witness)	<i>Debra K. Bowser</i> (Witness)

**ACKNOWLEDGMENT:**

COMMONWEALTH OF PENNSYLVANIA COUNTY OF Clearfield } ss.  
(Individual) On this, the 11th day of March 2003, before me Lori A. Rowles,  
the undersigned officer, personally appeared Charles A. McGarry, Jr. and  
Angela M. McLaughlin, known to me (or satisfactorily proven) to  
be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that  
he/she executed the same for the purposes therein contained.  
In witness whereof, I hereunto set my hand and official seal.  
(Seal) My commission expires:



*Lori A. Rowles*  
NOTARIAL SEAL  
LORI A. ROWLES, NOTARY PUBLIC  
CURWENSVILLE BORO, CLEARFIELD COUNTY  
TITLE OF OFFICE COMMISSION EXPIRES NOV. 14, 2008

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

*Debra K. Bowser*  
DEBRA K. BOWSER  
OFFICE MANAGER

ALL those two certain pieces or parcels of land situate and being in the Borough of Grampian formerly Pennville, aforesaid, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post corner on line of Fourth Street (formerly Pine Street) at a corner of land now or formerly of Charles C. Hoover and Sarah Adella Hoover, thence by Fourth Street Northward seventy feet (70'), more or less, to an alley; thence by said alley, Eastward fifty feet (50') to lands now or formerly of A. C. Moore; thence by same, seventy feet (70'), more or less, to lot now or formerly of Charles C. and Sarah Adella Hoover; thence by same fifty feet (50') to Fourth Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a post corner on line of Main Street, thence by Pine Street, Northward one hundred and ten feet (110') to a post; thence Eastward by a line parallel with Main Street, fifty feet (50') to a post by land now or formerly of A. C. Moore; thence by same, Southward one hundred and ten feet (110') to Main Street; thence by line on Main Street, Westward fifty feet (50') to post and place of beginning.

BEING the same premises conveyed to the Grantor herein by deed dated March 25, 1999 recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania to Instrument No. 199904580.

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY, PA  
Pennsylvania

INSTRUMENT NUMBER  
199909052

RECORDED ON

JUN 03, 1999  
1:29:29 PM

RECORDING FEES - \$13.00  
RECORDER

COUNTY IMPROVEMENT FUND \$1.00

RECORDER IMPROVEMENT FUND \$1.00

STATE TRANSFER TAX \$385.80

STATE MORT TAX \$0.30

GRAMPAN BOROUGH \$192.50

CUNNINGVILLE AREA \$192.50

SCHOOL \$1785.50

**VENTURE**

MADE the 26th day of May, 1999, between **KENNETH RICHARD STARR**, a single individual of Main and Fourth Streets, P.O. Box 248, Grampian, Pennsylvania, party of the first part, hereinafter referred to as the **GRANTOR**,

A N D

**CHARLES A. McGARRY, JR.** and **ANGELA M. McLAUGHLIN**, single individuals of R.R. #1, Box 99-A, Irvona, Pennsylvania, as joint tenants with the right of survivorship, parties of the second part, hereinafter referred to as the **GRANTEES**:

**WITNESSETH**, that the said party of the first part, in consideration of the sum of **THIRTY-EIGHT THOUSAND FIVE HUNDRED (\$38,500.00) DOLLARS** to him now paid by the said parties of the second part, does grant, bargain, sell and convey unto the said parties of the second part, their heirs, executors and assigns,

ALL those two certain pieces or parcels of land situate and being in the Borough of Grampian, formerly Pennville, aforesaid, bounded and described as follows:

**THE FIRST THEREOF:** BEGINNING at a post corner on line of Fourth Street (formerly Pine Street) at a corner of land now or formerly of Charles C. Hoover and Sarah Adella Hoover, thence by Fourth Street Northward seventy feet (70'), more or less, to an alley; thence by said alley, Eastward fifty feet (50') to lands now or formerly of A. C. Moore; thence by same, seventy feet (70'), more or less, to lot now or formerly of Charles C. and Sarah Adella Hoover; thence by same fifty feet (50') to Fourth Street and place of beginning.

**THE SECOND THEREOF:** BEGINNING at a post corner on line of Main Street, thence by Pine Street, Northward one hundred and ten feet (110') to a post; thence

EXHIBIT

tabbles

13

Eastward by a line parallel with Main Street, fifty feet (50') to a post by land now or formerly of A. C. Moore; thence by same, Southward one hundred and ten feet (110') to Main Street; thence by line on Main Street, Westward fifty feet (50') to post and place of beginning.

BEING the same premises conveyed to the Grantor herein by deed dated March 25, 1999, recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania to Instrument No. 199904580.

with the appurtenances: **TO HAVE AND TO HOLD** the same unto and for the use of the said parties of the second part, their heirs, executors and assigns forever.

And the said party of the first part, for himself, his heirs, executors and assigns covenants with the said parties of the second part, their heirs, executors and assigns against all lawful claimants **SPECIALLY WARRANTS** the same and every part thereof to Warrant and Defend.

**NOTICE---THIS DOCUMENT MAY NOT DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT.** [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P. L. 964, as amended, and is not intended as notice of unrecorded instruments, if any.]

**NOTICE** THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 158 §1.

WITNESS:

*Jennifer A. Butler*

*Charles C. McGarry, Jr.*  
Charles A. McGarry, Jr.  
*Angela M. McLaughlin*  
Angela M. McLaughlin

CHARLES A MCGARRY JR  
ANGELA M MCLAUGHLIN  
PO BOX 284  
GRAMPIAN PA 16838-0284

**Borrower's Name and Address**  
"You" means each borrower above, jointly and severally.

CLEARFIELD BANK AND TRUST COMPANY  
11 NORTH SECOND STREET  
CLEARFIELD, PENNSYLVANIA 16830

**Lender's Name and Address**  
"We" or "us" means the lender named above.

No. <u>510025</u>	Initial Advance \$ <u>N/A</u>	Maturity Date <u>03/15/18</u>
Date <u>03/11/03</u>	Minimum Advance \$ <u>N/A</u>	Billing Cycle: Ends <u>10 days before due date</u>
Trans. Acct. # _____	Minimum Balance \$ <u>N/A</u>	of every _____ month
Line of Credit \$ <u>15,000.00</u>	Draw Period <u>180 months</u>	Payment Date <u>15</u>
Triggering Balance \$ <u>.00</u>	Repayment Period <u>180 months</u>	of every _____ month

#### HOME EQUITY LINE OF CREDIT

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

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

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

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

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

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

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

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

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

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

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

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

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

**VARIABLE RATE:** The annual percentage rate may change, and will be .5000 % Above \_\_\_\_\_ the following "base rate": the highest rate on corporate loans posted by at least 75% of the USA's 30 largest banks known as The Wall Street Journal Prime Rate and is published in The Wall Street Journal. The annual percentage rate may increase if this "base rate" increases. An increase will take effect on the first day of each month. An increase will result in an increase in the finance charge and it may have the effect of increasing your periodic minimum payment. The annual percentage rate will not increase more often than when the Prime Rate changes. A decrease will have the opposite effect of an increase disclosed above.

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

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

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

**HOW YOU REPAY YOUR LOANS:** On or before each payment date, you agree to make a minimum payment to reduce your debt. The minimum payment amount is the greater of \$100.00, or the sum of the following two items: (1) .55% of the principal balance of your loan account on the last day of the last billing cycle in which we make an advance to you, and (2) any finance charges or other charges due.

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

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

EXHIBIT

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

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

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

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

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

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

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

**SECURITY:** We have secured your obligations under this plan by taking a security interest (by way of a separate security agreement, mortgage or other instrument dated 03/11/03) in the following property, described by item or type:

MAIN & FOURTH ST GRAMPIAN PA 16838

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

Filing fees \$ 59.00

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

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

TYPE RATE

You ☐ do ☒ do not want single credit life

You ☒ do ☐ do not want joint credit life 1.233

x Charles A. McGarry Jr x Angel Mclaughlin

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

- ◆ If this is a variable rate plan, we may change the index and margin if the original index described in this agreement becomes unavailable. Any new index will have a historical movement similar to the original, and, together with a new margin, will produce a similar interest rate.

- ◆ We may make changes that you have agreed to in writing.
- ◆ We may make changes that unequivocally benefit you.
- ◆ We may make changes to insignificant terms of this agreement.

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

- ◆ We will increase the **ANNUAL PERCENTAGE RATE** \_\_\_\_\_ % if you leave your position with us.

- ◆ We will increase the margin \_\_\_\_\_ % if you leave your position with us.

- ◆ We will increase the **ANNUAL PERCENTAGE RATE** \_\_\_\_\_ % if you fail to maintain a qualifying minimum balance of \$ \_\_\_\_\_ in a savings or money market account at our institution.

- ◆ We will increase the margin \_\_\_\_\_ % if you fail to maintain a qualifying minimum balance of \$ \_\_\_\_\_ in a savings or money market account at our institution.

- ◆ We will refuse to make additional extensions of credit or reduce your credit limit if the maximum annual percentage rate is reached.

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

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

- ◆ An additional fee of \$ \_\_\_\_\_ per year in order to participate in this plan. We will add this amount to your loan account balance on an annual basis.

- ◆ A late charge on any payment not paid within 15 days of the payment date of 5.000 % of the payment.

- ◆ Any charges we incur and pay to stop payment of a check drawn on your Line of Credit.

- ◆ A fee of \$ \_\_\_\_\_ for each check, negotiable order of withdrawal or draft you issue in connection with this loan that is returned because it has been dishonored.

- ◆ An overlimit fee \$ \_\_\_\_\_

◆ Application Fee	\$ <u>25.00</u>	◆ Official Fees	\$ _____
◆ Appraisal	\$ _____	◆ Title Search	\$ <u>30.00</u>
◆ Property Survey	\$ _____	◆ Title Insurance	\$ _____
◆ Credit Report Fees	\$ <u>25.00</u>		
◆ Documentation Fees	\$ _____		
◆ (Other) <u>Flood Determination</u>	\$ <u>25.00</u>		

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

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

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

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

Signature Charles A. McGarry Jr (SEAL)  
CHARLES A MCGARRY JR

Signature Angel Mclaughlin (SEAL)  
ANGELA M MCLAUGHLIN

By: DEBRA K. BOWSER  
OFFICE MANAGER

## ADDITIONAL TERMS

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

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

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

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

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

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

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

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

## YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

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

### *Notify Us In Case of Errors or Questions About Your Bill*

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

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

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

### *Your Rights and Our Responsibilities After We Receive Your Written Notice*

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

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

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

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

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



CLEARFIELD BANK  
&  
TRUST COMPANY

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

## ACT 91 NOTICE

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

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

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

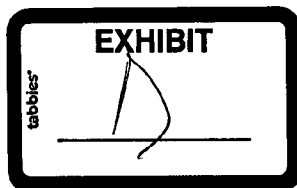
This Notice explains how the program works.

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

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

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

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





HOMEOWNER'S NAME(S):

Charles A. McGarry Jr.  
Angela M. McLaughlin

MAILING ADDRESS:

P.O. Box 284

LOAN ACCT. NO.:

Grampian, PA 16838-0284  
510025

ORIGINAL LENDER:

Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER:

Clearfield Bank & Trust Company

DATE:

February 14, 2006

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Main & Forth St., Grampian, PA 16838

**IS SERIOUSLY IN DEFAULT because:**

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

December (\$174.16), January (\$180.48), February (\$183.96) payments totaling \$538.60

Other Charges (explain/itemize): Late Charges of \$24.64

**TOTAL AMOUNT PAST DUE: \$563.24**

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

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

\* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

\* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

\* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

\* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

**CLEARFIELD BANK  
&  
TRUST COMPANY**



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

Address Service Requested

**UNC**  
Charles McGarry Jr.  
Angela McLaughlin  
P.O. Box 284  
Campian, PA 16838

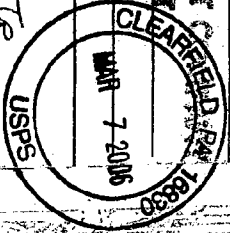
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**CERTIFIED MAIL**

PS Form 3817, January 2007

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <b>CLEARFIELD BANK &amp; TRUST</b>	
<b>11 NORTH SECOND STREET</b>	
<b>P.O. BOX 171</b>	
<b>CLEARFIELD, PA 16830</b>	
One piece of ordinary mail addressed to:	
<b>Charles McGarry Jr.</b>	
<b>Angela McLaughlin</b>	
<b>P.O. Box 284</b>	
<b>Campian, PA 16838</b>	



- ☐ A ☐ C ☐ S
- ☐ INSUFFICIENT ADDRESS  
☐ ATTEMPTED NOT KNOWN  
☐ NO SUCH NUMBER/ STREET  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD
- OTHER**

**RTS**  
RETURN TO SENDER

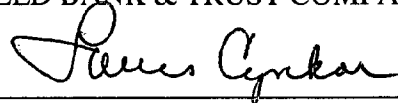
16838+0284-84 16838/0171

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

By: \_\_\_\_\_



Louis Cynkar, Vice President  
Lending Division Manager

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

**FILED**

**JUL 25 2006**

**William A. Shaw**  
**Prothonotary/Clerk of Courts**

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

DOCKET # 101753  
NO: 06-1190-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: CHARLES A MCGARRY and ANGELA M. MCLAUGHLIN-MCGARRY

**SHERIFF RETURN**

---

NOW, August 22, 2006 AT 11:09 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CHARLES A. MCGARRY DEFENDANT AT 2026 RIVER ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO TANIA MCGARRY, SISTER IN LAW A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

**FILED**  
072-3561  
AUG 29 2006  
William A. Shaw  
Prothonotary/Clerk of Courts



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

DOCKET # 101753  
NO: 06-1190-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: CHARLES A MCGARRY and ANGELA M. MCLAUGHLIN-MCGARRY

**SHERIFF RETURN**

---

NOW, August 09, 2006 AT 1:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ANGELA M. MCLAUGHLIN-MCGARRY DEFENDANT AT WORK: 816 STATE ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO ANGELA M. MCLAUGHLIN, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101753  
NO: 06-1190-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: CHARLES A MCGARRY and ANGELA M. MCLAUGHLIN-MCGARRY

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ	1397	20.00
SHERIFF HAWKINS	BCCZ	1397	56.43

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

**FILED**

**AUG 29 2006**

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff

vs.

CHARLES A. MCGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY

Defendants

No. 06-1190-CD

Type of Pleading: PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

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

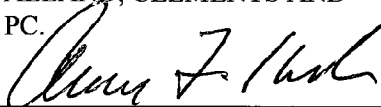
**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **SIXTEEN THOUSAND FOUR HUNDRED FOUR AND 42/100 (\$16,404.42) DOLLARS** together with interest and costs of this suit on the above-captioned Defendant due to the Defendant's failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.


Date: *November 10, 2006*

  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the above named Defendants on October 19, 2006, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Date: *November 10, 2006*

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

**FILED**

NOV 16 2006

W/ 2:30/2

William A. Shaw  
Prothonotary/Clerk of Courts

Case to

Plaintiff

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 06-1190-CD

Plaintiff

Type of Pleading: 10 DAY NOTICE

vs

Filed on Behalf of: Plaintiff

CHARLES A. McGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY  
Defendant

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

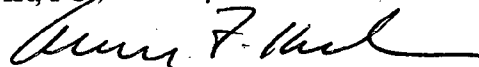
**IMPORTANT NOTICE**

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

Date: 10.19.06

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

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC



Alan F. Kirk, Esquire  
Attorney for the Plaintiff

CHARLES A. MCGARRY-Certified Mail #7005 0390 0005 0664 2746 and First, Class U.S. Mail, RRR  
ANGELA M. MCLAUGHLIN-MCGARRY-Certified Mail #7005 0390 0005 0664 2753 and First, Class U.S. Mail, RRR

7005 0390 0005 0664 2746

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ 2.25
Certified Fee	\$ 1.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.50
Sent To: Charles V. McGarr Street, Apt. No., or PO Box No. 4308 115th Ave Rd City, State, ZIP+4 Grand Prairie, TX 75050	
PS Form 3800, June 2002 See Reverse for Instructions	

7005 0390 0005 0664 2753

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ 2.25
Certified Fee	\$ 1.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.50
Sent To: Mrs. Angela M. McLaughlin McGarr Street, Apt. No., or PO Box No. 4308 115th Ave Rd Box 384 City, State, ZIP+4 Grand Prairie, TX 75050	
PS Form 3800, June 2002 See Reverse for Instructions	

BCZ

BABST | CALLAND | CLEMENTS | ZOMNIR  
A PROFESSIONAL CORPORATION  
328 INNOVATION BLVD.  
SUITE 200  
STATE COLLEGE, PA 16803

OF THE RETURN ADDRESS, FOLD AT DOTTED LINE  
**CERTIFIED MAIL™**



7005 0390 0005 0664 2746

188 17208 9700  
PB3402571  
04.640 OCT 19 0A  
MAILED FROM ZIP CODE 16803

**FINAL NOTICE**

MR. CHARLES MCGARRY  
4308 IRISH TOWN ROAD  
BOX 284

GRA ○ C S  
☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/STREET  
☒ OTHER  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

16803+6603 C071

BCZ

BABST | CALLAND | CLEMENTS | ZOMNIR  
A PROFESSIONAL CORPORATION  
328 INNOVATION BLVD.  
SUITE 200  
STATE COLLEGE, PA 16803

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

**CERTIFIED MAIL™**



7005 0390 0005 0664 2753

159 17508 9699  
PB3402571  
04.640 OCT 19 0A  
MAILED FROM ZIP CODE 16803

**FINAL NOTICE**

1st NOTICE 10/20  
2nd NOTICE 10/25  
ARRIVED 11/03

MS. ANGELA M. McLAUGHLIN  
4308 IRISH TOWN ROAD  
BOX 284

GRA ○ C S  
☐ A ☐ INSUFFICIENT ADDRESS  
☐ C ☐ ATTEMPTED NOT KNOWN  
☐ S ☐ NO SUCH NUMBER/STREET  
☒ OTHER  
☐ NOT DELIVERABLE AS ADDRESSED  
- UNABLE TO FORWARD

**RTS**  
RETURN TO SENDER

16803+6603 C071

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

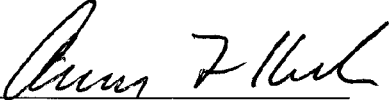
CLEARFIELD BANK AND TRUST	:	No. 06-1190-CD
COMPANY,	:	
Plaintiff	:	
	:	
v.	:	
	:	Filed on Behalf of: Plaintiff
CHARLES A. MCGARRY and	:	
ANGELA M. MCLAUGHLIN-MCGARRY	:	
	:	
Defendants	:	<u>Counsel of Record for this Party :</u>
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC.
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055
	:	(814) 867.8051

**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named Defendants pursuant to the enclosed  
Certificate of Judgment of **Clearfield County Docket No. 06-1190-CD** in the principal amount  
of **\$16,404.42** together with interest and costs of suit.

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

Dated: *November 10, 2006*

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



CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

v.

CHARLES A. MCGARRY and  
ANGELA M. MCCLAUGHLIN-MCGARRY

Defendants

No. 06-1190-CD

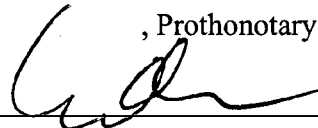
Filed on Behalf of: Plaintiff

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

TO: Mr. Charles McGarry  
4308 Irishtown Road, Box 284  
Grampian, PA 16838

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 16,404.42 on Nov. 16, 2006.

, Prothonotary



CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

v.

CHARLES A. MCGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY

Defendants


No. 06-1190-CD

Filed on Behalf of: Plaintiff

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

TO: Ms. Angela M. McLaughlin-McGarry  
4308 Irishtown Road, Box 284  
Grampian, PA 16838

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 16,404.42 on Nov. 16, 2006.

 Prothonotary

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

Clearfield Bank and Trust Company  
Plaintiff(s)

No.: 2006-01190-CD

Real Debt: \$16,404.42

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Charles A. McGarry  
Angela M. McLaughlin-McGarry  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 16, 2006

Expires: November 16, 2011

Certified from the record this November 16, 2006

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

**FILED** 2 cc 06 writs  
m 11:25/06 w/ prop. descr.  
DEC 28 2006 to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

Atty pol 20.00  
(610)

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 06-1190-CD

Plaintiff

Type of Pleading: PRAECIPE FOR WRIT  
OF EXECUTION

vs.

CHARLES A. MCGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY

Filed on behalf of: Plaintiff

Defendants

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

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$16,404.42**

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

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

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

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

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

Dated: 12-18-06



Alan F. Kirk, Esquire  
Attorney for Plaintiff

Exhibit "A"

ALL those two certain pieces or parcels of land situate and being in the Borough of Grampian formerly Pennville, aforesaid, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post corner on line of Fourth Street (formerly Pine Street) at a corner of land now or formerly of Charles C. Hoover and Sarah Adella Hoover, thence by Fourth Street Northward seventy feet (70'), more or less, to an alley; thence by said alley, Eastward fifty feet (50') to lands now or formerly of A. C. Moore; thence by same, seventy feet (70'), more or less, to lot now or formerly of Charles C. and Sarah Adella Hoover; thence by same fifty feet (50') to Fourth Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a post corner on line of Main Street, thence by Pine Street, Northward one hundred and ten feet (110') to a post; thence Eastward by a line parallel with Main Street, fifty feet (50') to a post by land now or formerly of A. C. Moore; thence by same, Southward one hundred and ten feet (110') to Main Street; thence by line on Main Street, Westward fifty feet (50') to post and place of beginning.

BEING the same premises conveyed to the Grantor herein by deed dated March 25, 1999 recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania to instrument No. 199904580.

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**Mr. Charles A. McGarry  
Ms. Angela M. McLaughlin-McGarry  
4308 Irishtown Road, Box 284  
Grampian, PA 16838**

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

**Mr. Charles A. McGarry  
Ms. Angela M. McLaughlin-McGarry  
4308 Irishtown Road, Box 284  
Grampian, PA 16838**

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

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

**NBOC Bank  
P.O. Box 400  
Indiana, Pa 15701**

**Christopher E. Mohny, Esquire  
Blakely, Jones & Mohny  
90 Beaver Drive  
Dubois, PA 15801**

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

**NBOC Bank  
P.O. Box 400  
Indiana, Pa 15701**

**Christopher E. Mohny, Esquire  
Blakely, Jones & Mohny  
90 Beaver Drive  
Dubois, PA 15801**

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

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

**None**

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

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

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

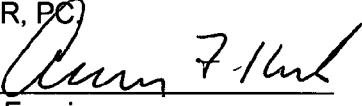
**None**

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

Date:

12-18-06

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC

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



CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 05-1190-CD

V.

CHARLES A. MCGARRY AND  
ANGELA M. MCGLAUGHLIN-MCGARRY,

Defendants

Filed on Behalf of: Plaintiff

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

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

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

\_\_\_\_\_, 2007 at \_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

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

**NOTICE**

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

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

No. 06-1190-CD

Type of Pleading: WRIT OF  
EXECUTION

Filed on Behalf of: Plaintiff

CHARLES A. MCGARRY and  
ANGELA M. MCCLAUGHLIN-MCGARRY

Defendants

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

WRIT OF EXECUTION  
NOTICE

**TO: Mr. Charles A. McGarry  
Ms. Angela M. McLaughlin-McGarry  
4308 Irishtown Rd., Box 284  
Grampian, PA 16838**

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

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

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

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

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

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 06-1190-CD

Plaintiff

v.

CHARLES A. MCGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY

Defendants

**Claim for Exemption**

To the Sheriff of Clearfield County:

We, the above named Defendants, **CHARLES A. MCGARRY AND ANGELA M. MCLAUGHLIN-MCGARRY**, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

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

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

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

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

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

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

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

I request a prompt court hearing to determine the exemption. Notice of the hearing

should be given to me at \_\_\_\_\_  
\_\_\_\_\_ (address)

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

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

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

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

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

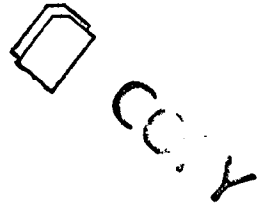
**(814)765.2641**

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

Clearfield Bank and Trust Company

Vs.

NO.: 2006-01190-CD



Charles A. McGarry and  
Angela M. McLaughlin-McGarry

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from CHARLES A. MCGARRY and ANGELA M. MCLAUGHLIN-MCGARRY, Defendant(s):

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

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

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

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$16,404.42  
INTEREST: Continuing interest on the principal  
balance from November 16, 2006  
ATTY'S COMM: \$  
DATE: 12/28/2006

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



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

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

Exhibit "A"

ALL those two certain pieces or parcels of land situate and being in the Borough of Grampian formerly Pennville, aforesaid, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post corner on line of Fourth Street (formerly Pine Street) at a corner of land now or formerly of Charles C. Hoover and Sarah Adella Hoover, thence by Fourth Street Northward seventy feet (70'), more or less, to an alley; thence by said alley, Eastward fifty feet (50') to lands now or formerly of A. C. Moore; thence by same, seventy feet (70'), more or less, to lot now or formerly of Charles C. and Sarah Adella Hoover; thence by same fifty feet (50') to Fourth Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a post corner on line of Main Street, thence by Pine Street, Northward one hundred and ten feet (110') to a post; thence Eastward by a line parallel with Main Street, fifty feet (50') to a post by land now or formerly of A. C. Moore; thence by same, Southward one hundred and ten feet (110') to Main Street; thence by line on Main Street, Westward fifty feet (50') to post and place of beginning.

BEING the same premises conveyed to the Grantor herein by deed dated March 25, 1999 recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania to instrument No. 199904580.

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

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff

No. 06-1190-CD

vs.

Type of Pleading: WRIT OF  
EXECUTION

CHARLES A. MCGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY

Filed on Behalf of: Plaintiff

Defendants

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

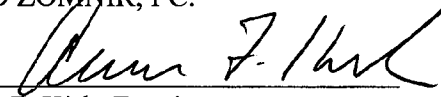
FILED (2)  
JAN 17 2007  
M/12:15(w)  
William A. Shaw  
Prothonotary/Clerk of Courts  
I went to  
ATTY

**AFFIDAVIT OF SERVICE**

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

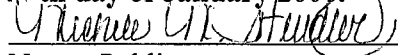
Copies of the letter and certificates of mailing are also attached hereto, made a part hereof  
and marked as Exhibit "B".

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.

  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this

15<sup>th</sup> day of January 2007.

  
Notary Public

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



CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 05-1190-CD

V.

CHARLES A. MCGARRY AND  
ANGELA M. MCGLAUGHLIN-MCGARRY,

Defendants

Filed on Behalf of: Plaintiff

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

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

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield  
County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's

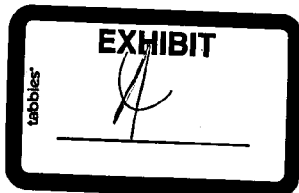
Office in the ~~CLEARFIELD COUNTY COURTHOUSE, 1 N. 2ND ST., CLEARFIELD, PA 16801~~ on FRIDAY  
MARCH 2, 2007 at 10:00 a.m., prevailing time.

**TERMS OF SALE**

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

**NOTICE**

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



STER A. HAWKINS, SHERIFF

7005 0390 0005 0664 3002

U.S. Postal Service™	
<b>CERTIFIED MAIL™ RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ .39
Certified Fee	3.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64
Sent To: Mrs. Angela N. McLoughlin-McGarry	
Street, Apt. No., or PO Box No. 4308 Trishtown Road, Box 184	
City, State, ZIP+4 Grannan, PA 16838	
PS Form 3800, June 2002 See Reverse for Instructions	

7005 0390 0005 0664 3293

U.S. Postal Service™	
<b>CERTIFIED MAIL™ RECEIPT</b>	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ .39
Certified Fee	3.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.64
Sent To: Mr. Charles V. McGarry	
Street, Apt. No., or PO Box No. 4308 Trishtown Road, Box 184	
City, State, ZIP+4 Grannan, PA 16838	
PS Form 3800, June 2002 See Reverse for Instructions	

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: 1500 Z 346 Innovation Blvd Ste 200 State College, PA 16803	
One piece of ordinary mail addressed to: 116 Charles V. McGarry 4308 Trishtown Road, Box 184 Grannan, PA 16838	

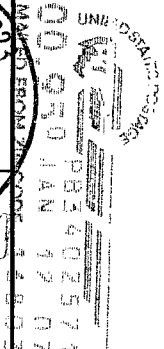
Affix fee here in stamps or meter postage and postmark. Inquire of Postmaster for current fee.



PS Form 3817, January 2001

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: 1500 Z 346 Innovation Blvd Ste 200 State College, PA 16803	
One piece of ordinary mail addressed to: Mrs. Angela M. McLoughlin-McGarry 4308 Trishtown Road, Box 184 Grannan, PA 16838	

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

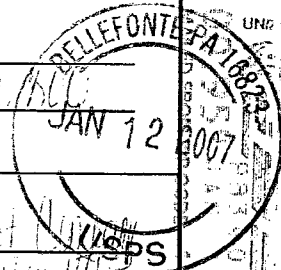


PS Form 3817, January 2001



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
17017 378 Innovation Blvd Ste 100 State College, PA 16803	
One piece of ordinary mail addressed to:	
Clearfield Bank and Trust 114 Second Street, P.O. Box 177 Clearfield, PA 16830	

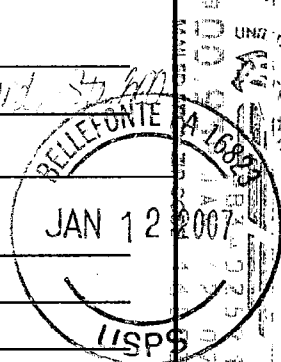
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
13017 378 Innovation Blvd Ste 100 State College, PA 16803	
One piece of ordinary mail addressed to:	
Kroll Bank P.O. Box 1400 Indiana, PA 15701	

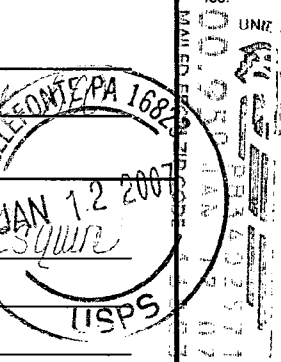
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
15007 378 Innovation Blvd Ste 100 State College, PA 16803	
One piece of ordinary mail addressed to:	
Christopher E. Hymier, Esquire Blakely, Jones + Hymier 41 Beaver Drive Napolis, PA 15601	

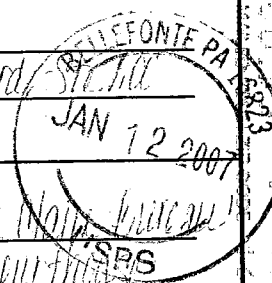
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.



PS Form 3817, January 2001

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: DULZ 376 Lincolnton Boulevard State College, PA 16803	
One piece of ordinary mail addressed to: Clearfield County Tax Authority Clearfield County Courthouse 830 E. Market Street Clearfield, PA 16830	

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



**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**Mr. Charles A. McGarry  
Ms. Angela M. McLaughlin-McGarry  
4308 Irishtown Road, Box 284  
Grampian, PA 16838**

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

**Mr. Charles A. McGarry  
Ms. Angela M. McLaughlin-McGarry  
4308 Irishtown Road, Box 284  
Grampian, PA 16838**

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

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

**NBOC Bank  
P.O. Box 400  
Indiana, Pa 15701**

**Christopher E. Mohney, Esquire  
Blakely, Jones & Mohney  
90 Beaver Drive  
Dubois, PA 15801**

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

**NBOC Bank  
P.O. Box 400  
Indiana, Pa 15701**

**Christopher E. Mohny, Esquire  
Blakely, Jones & Mohny  
90 Beaver Drive  
Dubois, PA 15801**

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

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

**None**

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

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

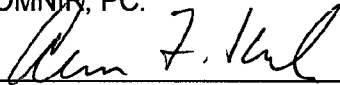
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

**None**

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

Date: 1-15-07

**BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.**

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

No. 06-1190-CD

Type of Pleading: WRIT OF  
EXECUTION

Filed on Behalf of: Plaintiff

CHARLES A. MCGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY

Defendants

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

**AFFIDAVIT PURSUANT TO RULE 3129**

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

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

Date: 1-15-17

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

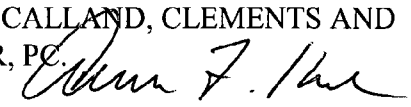
  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

Exhibit "A"

LL those two certain pieces or parcels of land situate and being in the Borough of Grampian formerly Pennville, aforesaid, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post corner on line of Fourth Street (formerly Pine Street) at a corner of land now or formerly of Charles C. Hoover and Sarah Adella Hoover, thence by Fourth Street Northward seventy feet (70'), more or less, to an alley; thence by said alley, Eastward fifty feet (50') to lands now or formerly of A. C. Moore; thence by same, seventy feet (70'), more or less, to lot now or formerly of Charles C. and Sarah Adella Hoover; thence by same fifty feet (50') to Fourth Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a post corner on line of Main Street, thence by Pine Street, Northward one hundred and ten feet (110') to a post; thence Eastward by a line parallel with Main Street, fifty feet (50') to a post by land now or formerly of A. C. Moore; thence by same, Southward one hundred and ten feet (110') to Main Street; thence by line on Main Street, Westward fifty feet (50') to post and place of beginning.

NG the same premises conveyed to the Grantor herein by deed dated March 25, 1999 rded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania tr ument No. 199904580.

SEIZED, taken in execution to be sold as the property of CHARLES A. MCGARRY AND ANGELA M. MCLAUGHLIN-MCGARRY, at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 06-1190-CD



FILED

JAN 17 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20493  
NO: 06-1190-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: CHARLES A. MCGARRY AND ANGELA M. MCLAUGHLIN-MCGARRY

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/28/2006

LEVY TAKEN 01/16/2007 @ 9:30 AM

POSTED 01/16/2007 @ 9:30 AM

SALE HELD

SOLD TO

WRIT RETURNED 05/18/2007

DATE DEED FILED NOT SOLD

FILED  
01/31/07  
MAY 18 2007  
JF

William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

01/16/2007 @ 10:02 AM SERVED CHARLES A. MCGARRY

SERVED CHARLES A. MCGARRY, DEFENDANT, AT HIS RESIDENCE BOX 180, RIVER ROAD, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CHARLES A. MCGARRY

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.

01/16/2007 @ 9:49 AM SERVED ANGELA M. MCLAUGHLIN-MCGARRY

SERVED ANGELA M. MCLAUGHLIN-MCGARRY, DEFENDANT, AT HER PLACE OF EMPLOYMENT DR. JORDON'S, 816 STATE STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ANGELA M. MCLAUGHLIN-MCGARRY

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

MARCH 2, 2007 RECEIVED A LETTER FROM THE PLAINTIFF REQUESTING THE SHERIFF SALE SCHEDULED FOR MARCH 2, 2007 BE CANCELED.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20493  
NO: 06-1190-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

VS.

DEFENDANT: CHARLES A. MCGARRY AND ANGELA M. MCLAUGHLIN-MCGARRY

Execution REAL ESTATE



SHERIFF RETURN

---

SHERIFF HAWKINS \$198.78

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

Clearfield Bank and Trust Company

Vs.

NO.: 2006-01190-CD

Charles A. McGarry and  
Angela M. McLaughlin-McGarry

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from CHARLES A. MCGARRY and ANGELA M. MCLAUGHLIN-MCGARRY, Defendant(s):

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

Garnishee(s) as follows:

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

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE/PRINCIPAL: \$16,404.42  
INTEREST: Continuing interest on the principal  
balance from November 16, 2006  
ATTY'S COMM: \$  
DATE: 12/28/2006

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



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 28<sup>th</sup> day  
of December A.D. 2006  
At 3:00 A.M./P.M.

Charles A. Hawkins  
Sheriff by Cynthia Butler-Aughenbaugh

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

Exhibit "A"

ALL those two certain pieces or parcels of land situate and being in the Borough of Grampian formerly Pennville, aforesaid, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post corner on line of Fourth Street (formerly Pine Street) at a corner of land now or formerly of Charles C. Hoover and Sarah Adella Hoover, thence by Fourth Street Northward seventy feet (70'), more or less, to an alley; thence by said alley, Eastward fifty feet (50') to lands now or formerly of A. C. Moore; thence by same, seventy feet (70'), more or less, to lot now or formerly of Charles C. and Sarah Adella Hoover; thence by same fifty feet (50') to Fourth Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a post corner on line of Main Street, thence by Pine Street, Northward one hundred and ten feet (110') to a post; thence Eastward by a line parallel with Main Street, fifty feet (50') to a post by land now or formerly of A. C. Moore; thence by same, Southward one hundred and ten feet (110') to Main Street; thence by line on Main Street, Westward fifty feet (50') to post and place of beginning.

BEING the same premises conveyed to the Grantor herein by deed dated March 25, 1999 recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania to instrument No. 199904580.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME CHARLES A. MCGARRY

NO. 06-1190-CD

NOW, May 18, 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 , I exposed the within described real estate of Charles A. McGarry And Angela M. McLaughlin-McGarry to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	17.46
LEVY	15.00
MILEAGE	11.64
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                   \$198.78**

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	16,404.42
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST           \$16,444.42**

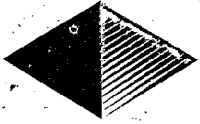
**COSTS:**

ADVERTISING	396.34
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	198.78
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

**TOTAL COSTS                           \$1,004.12**

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



CLEARFIELD BANK  
&  
TRUST COMPANY

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

March 2, 2007

Sheriff Chester Hawkins  
Clearfield County Courthouse  
Clearfield, PA 16830

Re: Clearfield Bank & Trust Company vs. Charles  
McGarry and Angela McLaughlin  
Docket # 05-1190CD

Clearfield Bank & Trust respectfully requests that you cancel the sheriff sale scheduled  
for March 2, 2007 against the above defendants.

Thank You.

Lori A. Kurtz  
Collection Manager

**FILED**

**MAY 18 2007**

William A. Shaw  
Prothonotary/Clerk of Courts



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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 06-1190-CD

Type of Pleading: PRAECIPE

vs

Filed on Behalf of: Plaintiff

CHARLES A. MCGARRY and  
ANGELA M. MCLAUGHLIN-MCGARRY,  
Defendants

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

**PRAECIPE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please mark the above-captioned case discontinued.

2cc & 2  
Cert of Disc  
m/ 11:45 am  
JUN 12 2007 issued to  
Atty Kirk  
William A. Shaw  
Prothonotary/Clerk of Courts

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

Date: 6-8-07

By

Alan F. Kirk, Esquire  
ID#36893

328 Innovation Boulevard, Suite 200  
State College, PA 16803  
Phone: 814.867.8055  
Fax: 814.867.8051-Fax

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

Clearfield Bank and Trust Company

Vs.

No. 2006-01190-CD

Charles A. McGarry

Angela M. McLaughlin-McGarry

CERTIFICATE OF DISCONTINUATION

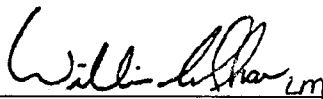
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on June 12, 2007, marked:

Discontinued

Record costs in the sum of \$125.00 have been paid in full by Alan F. Kirk Esq. .

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 12th day of June A.D. 2007.



William A. Shaw, Prothonotary

COPY