

06-1506-CD
Timberland FCU vs Lori Jean Swope

Timberland Fed vs Lori Swope
2006-1506-CD

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

LORI JEAN SWOPE,

DEFENDANT

NO. 06 - 1506 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING: COMPLAINT
IN FORECLOSURE

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

25 EAST PARK AVENUE, SUITE 6
DUBOIS, PA 15801
(814) 375-1044

FILED 1cc Amy
012:57:01 1cc SHS
SEP 18 2006
William A. Shaw
Prothonotary/Clerk of Courts
PHF pd 85.00

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

TIMBERLAND FEDERAL	:	NO. 06 -	C.D.
CREDIT UNION,	:		
	:	TYPE OF CASE: MORTGAGE	
PLAINTIFF	:	FORECLOSURE	
	:		
VS.	:		
	:		
LORI JEAN SWOPE,	:		
	:		
DEFENDANT	:		

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED 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
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 06 - C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
	:	
VS.	:	
	:	
LORI JEAN SWOPE,	:	
	:	
DEFENDANT	:	

COMPLAINT

AND NOW, comes the Plaintiff, **TIMBERLAND FEDERAL CREDIT UNION**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **TIMBERLAND FEDERAL CREDIT UNION** has a place of business at 821 Beaver Drive, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **LORI JEAN SWOPE** is an adult individual with a last known address at 221 Luther Avenue, DuBois, Clearfield County, Pennsylvania 15801.
3. Defendant is the mortgagor and real owner of the premises hereinafter described.
4. On August 6, 2002, Defendant executed and delivered to Plaintiff an Open-End Mortgage upon the premises hereinafter described, which Open-End Mortgage was recorded on August 22, 2002 in the Recorder of Deeds Office for Clearfield County as

Instrument #200213373 A true and correct copy of the Open-End Mortgage is attached hereto as Exhibit "A", and is incorporated herein by reference.

5. On June 13, 2003, Defendant executed and delivered to Plaintiff Loan Modification Agreement upon the premises hereinafter described, which Loan Modification Agreement was recorded on June 13, 2003 in the Recorder of Deeds Office for Clearfield County as Instrument #200310256 A true and correct copy of the Loan Modification Agreement is attached hereto as Exhibit "B", and is incorporated herein by reference.

6. Said mortgage has not been assigned.

7. The said Open End Mortgage and Loan Modification Agreement were in the principal amount of Thirty Seven Thousand Two Hundred Dollars (\$37,200.00), with interest thereon at 5.3% (variable) per annum, payable as to the principal and interest in equal monthly installments of Three Hundred Sixty Three Dollars (\$363.00) each, commencing September 15, 2002. Said Open-End Mortgage and Loan Modification Agreement are incorporated herein by reference.

8. The premises subject to the Open-End Mortgage and Loan Modification Agreement is the property located at 221 Luther Avenue, Clearfield County, Pennsylvania, and is described on Exhibit "C" attached hereto and made a part hereof.

9. The Open-End Mortgage and Loan Modification Agreement are in default because payments of principal and interest due April, 2005, and monthly thereafter, are due and have not been paid in full, whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

10. The following amounts are due on the Open End Mortgage and Loan Modification Agreement:

Balance of Principal:	\$ 38,804.89
Accrued but unpaid interest through March 10, 2006 at 7.7% per annum (\$8.19 per diem):	\$ 1,970.43
Late charges on overdue amount as of _____:	\$ -0-
TOTAL:	\$ 40,775.32

PLUS, the following amounts accruing after May 23, 2005:

Interest at the rate of six (6%) percent per annum (\$6.38 per diem);

Late Charges from May 23, 2005, forward; any escrow deficits; reasonable attorney's fees and costs.

11. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendant on September 8, 2005, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "D" and "E", respectively, and are incorporated herein by reference.

12. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendant and the Defendant has not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendant has requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

WHEREFORE, Plaintiff demands judgment against the defendant for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 10, namely, the principal balance amount of \$38,804.89, plus the following amounts accruing after May 23, 2005, to the date of judgment:

- a) Interest of \$6.38 per day;
- b) Late charges; -0-
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorneys fees and costs of suit.

Respectfully submitted,

BY: 

Christopher E. Mohnhey, Esquire
Attorney for the Plaintiff
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

VERIFICATION

I, Jenn Spinda, Collection Officer of
TIMBERLAND FEDERAL CREDIT UNION, being duly authorized to make this
verification, have read the foregoing Complaint. The statements therein are correct to the
best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C.S.
Section 4904 relating to unsworn fabrication to authorities, which provides that if I make
knowingly false averments I may be subject to criminal penalties.

Jenn Spinda

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200213373

RECORDED ON

AUG 22, 2002
11:07:02 AM

Total Pages: 7

RECORDING FEES - \$19.00
RECORDER

COUNTY IMPROVEMENT \$2.00
FUND

RECORDER IMPROVEMENT \$3.00
FUND

STATE WRIT TAX \$0.50

TOTAL \$24.50

CUSTOMER
TIMBERLAND FEDERAL CREDIT
UNION

WHEN RECORDED, MAIL TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS MORTGAGE ("Security Instrument") is made on 08/06/2002, The Mortgagor is LORI JEAN SWOPE

("Borrower"). The Mortgagee is Timberland Federal Credit Union, a corporation organized and existing under the laws of The United States of America, whose address is 821 Beaver Dr DuBois, PA 15801 ("Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;
TO SECURE to Lender:

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed

Thirty-Seven Thousand Two Hundred and no/100

(\$ 37,200.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment Date, 15 years from the date of this Security Instrument, the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

(3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement.

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of CLEARFIELD, Commonwealth of Pennsylvania:

City of DuBois

Deed recorded on January 14, 2000

Located in Instrument 200000957

which has the address of 221 LUTHER AVE.

(Street)

DUBOIS

(City)

Pennsylvania 15801-0000 (herein "Property

(Zip Code)

Address");

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

Complete if applicable:

This Property is part of a condominium project known as _____

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as _____

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

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

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

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if

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

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Security Instrument, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Security Instrument, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Security Instrument.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement

with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

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

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

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Security Instrument. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

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

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

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower

hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

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

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

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Security Instrument by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Security Instrument at the time of execution or after recordation hereof.

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

17. Waiver of Homestead Exemption. To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Security Instrument.

18. Waiver of Statutes of Limitation. To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Security Instrument.

19. Merger. There shall be no merger of the interest or estate created by this Security Instrument with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Security Instrument unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

22. Default; Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Security Instrument: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Security Instrument or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Security Instrument. If an event of default occurs, then prior to exercising any right or remedy provided for in this Security Instrument and prior to acceleration, Lender shall give notice as provided in paragraph 12 hereof and as required by applicable law. The notice shall specify: (a) the event of default; (b) the action required to cure the event of default; (c) a date not less than thirty days (or any longer period required by applicable law) from the date the notice is given to Borrower by which the event of default must be cured; (d) that failure to cure the event of default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding, and sale of the Property; and (e) any other information required by applicable law. The notice shall further inform Borrower of the right to reinstate after acceleration, if applicable, and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and sale. If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, without further notice or demand, may declare default, may declare all sums secured by this Security Instrument to be immediately due and payable, and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

23. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Security Instrument and the Credit Agreement had no acceleration occurred; (b) cures all other events of default under this Security Instrument and the Credit Agreement; (c) pays all reasonable expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 21.

24. Release. This Security Instrument secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When according to the terms of the Credit Agreement, no more advances will be made, and Borrower has paid all sums secured by this Security Instrument (or earlier if required by applicable law), Lender shall discharge this Security Instrument. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

25. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Credit Agreement or in an action of mortgage foreclosure shall be the rate explained in the Credit Agreement.

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

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

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

Witness:

X Linda E. Sprague

Witness

X Lori Jean Swope (Seal)

Borrower

X _____

Witness

X _____ (Seal)

Borrower

X _____

Witness

X _____ (Seal)

Borrower

X _____

Witness

X _____ (Seal)

Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: _____
821 Beaver Dr DuBois, PA 15801

On behalf of the Lender. By: LINDA SPRAGUE
Title: LOAN OFFICER

COMMONWEALTH OF PA, Clearfield County ss:

On this, the 21st day of August, 2002, before me,
Lori Jean Swope the undersigned officer, personally appeared

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

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

My Commission expires:

Notarial Seal
Dianne L. Jenkins, Notary Public
DuBois, Clearfield County
My Commission Expires May 10, 2003
Member, Pennsylvania Association of Notaries

Dianne L. Jenkins

Title of Officer

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY
Pennsylvania

INSTRUMENT NUMBER
200310256
RECORDED ON
Jun 13, 2003
12:37:36 PM
Total Pages: 5

RECORDING FEES - \$15.00
RECORDER
COUNTY IMPROVEMENT \$2.00
FUND
RECORDER IMPROVEMENT \$3.00
STATE WRIT TAX \$0.50
TOTAL \$20.50
CUSTOMER
TIMBERLAND FEDERAL CREDIT
UNION

LOAN MODIFICATION AGREEMENT

This modification agreement may only be used in conjunction with the modification of a delinquent Mortgage, in accordance with Sections B65.11 through B65.26 of the Guide.

Freddie Mac Loan #:

This document was prepared by:

After recording please return to:

THIS MODIFICATION IS TO BE EXECUTED IN DUPLICATE ORIGINALS.
ONE ORIGINAL IS TO BE AFFIXED TO THE ORIGINAL NOTE AND
ONE ORIGINAL IS TO BE RECORDED IN THE LAND RECORDS WHERE
THE SECURITY INSTRUMENT IS RECORDED.

This Loan Modification Agreement ("Modification"), is effective May 22, 2003
between

Lori Jean Swope

("Borrower") and

Timberland Federal Credit Union ("Lender"),
and amends and supplements (1) the Note (the "Note") made by the Borrower, dated
8/6/2002, in the original principal sum of U.S. \$ 37,200.00
and (2) the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), recorded on
August 22, 2002 as Document No. 200213373 in Book
or Liber , at page(s) , of the Mortgage
Records of Clearfield County, PA [County and state, or other jurisdiction].
The Security Instrument, which was entered into as security for the performance of the Note, encumbers
the real and personal property described in the Security Instrument (and defined in the Security Instrument

MULTISTATE DELINQUENT LOAN MODIFICATION - Single Family - Freddie Mac

 Printed on Recycled Paper.

VMP-892R (0301)

12/02

Page 1 of 4

Initials: 

VMP MORTGAGE FORMS - (800)521-7291



as the "Property"), located at 221 Luther Avenue, DuBois, PA 15801

That real property is described as follows:

See attached Exhibit A.

Recorded on January 14, 2000 in Instrument #200000957, City of DuBois

The Borrower has requested that the Lender modify the terms of the Note and Security Instrument. The Lender has agreed to do so pursuant to the terms and conditions stated in this Modification. In consideration of the agreements made in this Modification, and other good and valuable consideration which the parties agree they have received, the Borrower and Lender agree to modify the terms of the Note and Security Instrument as follows. The Borrower and the Lender agree that the provisions of this Modification supersede and replace any inconsistent provisions set forth in the Note and Security Instrument.

1. The Borrower represents that the Borrower ☒ is, ☐ is not, the occupant of the Property.
2. The Borrower acknowledges that interest has accrued but not been paid and the Lender has incurred, paid or otherwise advanced taxes, insurance premiums and other expenses necessary to protect or enforce its interest in the Note and the Security Instrument, and that such interest, costs and expenses, in the total amount of \$ 0.00, have been added to the indebtedness under the terms of the Note and Security Instrument. As of May 22, 2003, the amount, including such amounts which have been added to the indebtedness (if any), payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U.S. \$ 36,930.16.

3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender, until the Unpaid Principal Balance has been paid. Interest will be charged on the Unpaid Principal Balance at the yearly rate of variable %, beginning 8/6/2002. The Borrower promises to make monthly payments of principal and interest of U.S. \$ 345.00, beginning on the 15th day of September, 2002, and continuing thereafter on the same day of each succeeding month. If on August 6, 2022 (the "Modified Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Modification, the Borrower will pay these amounts in full on the Modified Maturity Date. The Borrower will make such payments at 821 Beaver Drive, DuBois, PA 15801

or at such other place as the Lender may require.

4. Except to the extent that they are modified by this Modification, the Borrower will comply with all of the covenants, agreements, and requirements of the Note and the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument.

5. Nothing in this Modification shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Modification, the Note and Security Instrument will remain unchanged and in full effect, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Modification.

6. If one or more riders are executed by the Borrower and recorded together with this Modification, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Modification as if the rider(s) were a part of this Modification.

[Check applicable box(es)]

☐ 1-4 Family Rider - Assignment of Rents
☐ Bankruptcy Rider

☐ Modification Due on Transfer Rider
☐ Other Rider

7. The purpose of this loan modification agreement is to modify the maturity date as shown in paragraph 1 of the existing mortgage dated 8/6/2002 and filed in the office of the Recorder or Deeds of Clearfield County, Pennsylvania, in record book Inst. #200213373 page(s). The intent of this modification is to change the term of the existing mortgage from 15 years to 20 years, in that all other terms and conditions of the Note and Security Instruments executed at the time of existing mortgage shall remain unchanged.

[To be signed by all Borrowers, endorsers, guarantors, sureties, and other parties signing the Note or Security Instrument].

(Seal) *Don Jean Surge* 5/22/03
Borrower- Date

(Seal) _____
Borrower- Date

(Seal) _____
Borrower- Date

(Seal) _____
Borrower- Date

(Seal) _____
Borrower- Date

(Seal) _____
Borrower- Date

(Seal) _____
Borrower- Date

(Seal) _____
Borrower- Date

May 22, 2003
Date

Timberland Federal Credit Union
-Lender

By: *Linda C. Sprague*

UMP-892R (0301)

Page 4 of 4

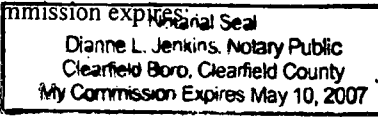
Printed on Recycled Paper.

I hereby certify that the precise address of the Lender (Mortgagee) is: Timberland Federal Credit Union, 821 Beaver Drive, DuBois, PA 15801 on behalf of the lender.

By: *Linda C. Sprague*
Title: *Branch Manager*

Commonwealth of Pennsylvania, Clearfield County ss: On this 15th day of June, 2003, before me, Dianne L. Jenkins, the undersigned officer, personally appeared *Don Jean Surge* known to me (or satisfactorily proven) to be the person(s) whose name(s) he/she/they subscribed to the within instrument and acknowledged that I executed the same for the purposes herein contained.

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

My Commission expires _____


Dianne L. Jenkins
Branch Manager
Title of Officer

All those two certain pieces or parcels of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point on the northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 145.55 Feet distant from the intersection formed by the northerly line of Luther Alley and the Westerly line of South Highland Street;

THENCE North 56 degrees 04 minutes East 72.3 Feet to an iron pipe on the dividing line between Lot No. 171 (of which the property here conveyed is a part) and Lot No. 170 in the J. E. Long Addition to the City of DuBois;

THENCE along said dividing line between Lots Nos. 171 and 170 North 35 degrees 48 minutes West a distance of 40.9 Feet to an iron pipe still on said dividing line;

THENCE South 56 degrees 04 minutes West a distance of 74.3 Feet to an iron pipe on the northerly line of Luther Alley;

THENCE along Luther Alley South 38 degrees 38 minutes East a distance of 41.2 feet to an iron pipe and place of beginning. Said described parcel of land being a subdivision or part of Lot No. 171 and known as subdivision No. 121.

UNDER AND SUBJECT to all exceptions and reservations as contained in prior deeds of conveyance.

THE SECOND THEREOF:

BEGINNING at an iron pipe in the Westerly line of Lot No. 169 in the Long Addition to the City of DuBois, said iron pipe being South 33 degrees 22 minutes East, 35.62 Feet from the intersection of the Westerly line of Lot No. 169 and the Southerly line of Lily Alley;

THENCE by line of Lot No. 169, South 33 degrees 22 minutes East, 40.82 Feet to an iron pipe;

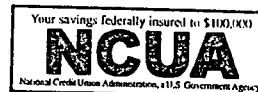
THENCE through lot now or formerly of Albert W. Benghauser and Lillian M. Benghauser, South 56 degrees 04 minutes West, 46.55 Feet to an iron pipe;

THENCE North 35 degrees 48 minutes West, 40.9 Feet to an iron pipe;

THENCE by line of lot conveyed to Harry A. Ferguson and Elsie E. Ferguson, North 56 degrees 04 minutes East, 49.36 Feet to an iron pipe and the place of beginning. Said Lot being the central part of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same, for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

TOGETHER with the right and privilege in the Grantees; their heirs and assigns, to have the free and uninterrupted use of all water and sewer lines serving the structure now erected on the premises hereby conveyed in the place where the same are now located. Such right and privilege being an easement appurtenant to the land hereby conveyed and the servient estate being the remaining part of Lot No. 171 aforesaid through, under, on, or over which said sewer lines and water lines presently run.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.



TIMBERLAND FEDERAL CREDIT UNION

821 Beaver Drive
DuBois, PA 15801
Phone: (814) 371-2676
Toll Free: (800) 477-3889
Fax: (814) 371-0701

Website: www.timberlandfcu.org
E-mail: timberlandfcu@adelphia.net

Clearfield Office
710 River Road
Clearfield, PA 16830
Phone: (814) 765-1260
Fax: (814) 765-1261

Timberland Federal Credit Union
821 Beaver Drive
DuBois, PA 15801
(814) 371-2676
Certified Mail- Return Receipt Requested

September 8, 2005

Re: Account #6184-4

Lori Jean Swope
221 Luther Avenue
DuBois, PA 15801

Dear Ms. Swope,

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

The mortgage held by Timberland Federal Credit Union (hereinafter we, us or ours) on your property located at 221 Luther Avenue DuBois, PA 15801, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$363.00 for April 2005 through August 2005 for a total of \$1,814.00, plus late charges and any other charges that you have accrued to this date in the amounts of \$0.00. The total listed below includes any fees (inspections or securing) that needed to be completed. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$1,814.00.

You may cure this default within thirty (30) DAYS of the date of this letter, by paying to us the total amount of \$1,814.00, plus any additional monthly payments, expenses and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at:

Timberland Federal Credit Union
821 Beaver Drive
DuBois, PA 15801

If you do not cure this default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may lose the



AMERICA'S
CREDIT UNIONS™
Where people are worth more than money.™

EXHIBIT "D"

chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property.

If the mortgage is foreclosed, your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you cure the default before they begin legal proceedings against you, you will still have to pay the reasonable attorney's fees, if they are over \$50.00. Any attorney's fee will be added to whatever you owe us, which may also include our reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney fees.

We may also sue you personally for the unpaid principal balance and all other sums due under the mortgage. If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments and any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the earliest date that such a Sheriff's sale could be held would be approximately five months from the date of this Notice. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 814-371-2676. This payment must be made payable in cash, cashier's check, certified check or money order and made payable to us at the address stated on the previous page.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THIS MORTGAGE DEBT, OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

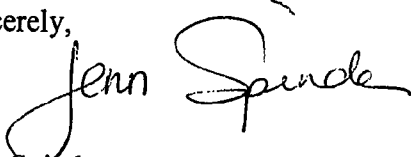
If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure our default more than three times in any calendar year.

You have the right to assert in any foreclosure proceeding or any other lawsuit instituted under the mortgage documents, the nonexistence of a default or any other defense you believe you may have to any such action.

If you maintain credit life or disability insurance in connection with your mortgage loan, your failure to pay premiums with your payments may have already resulted or may result in the future in the lapse or cancellation of that insurance by the insurance company. If the insurance lapses or is cancelled, reinstatement of the loan will not reinstate the insurance, and you will have to apply to the insurance company and qualify for replacement insurance if you wish to retain it.

If you make partial payments on account of the delinquencies, we may accept them and apply them to the delinquencies. However, such partial payments WILL NOT cure your default or reinstate your loan. The loan will not be reinstated unless we receive the entire amount required to cure the default.

Sincerely,

A handwritten signature in cursive script that reads "Jenn Spinda". The signature is written in dark ink and is positioned to the right of the word "Sincerely,".

Jenn Spinda
Collection Officer
Timberland Federal Credit Union
821 Beaver Drive
DuBois, PA 15801
(814) 371-2676

NOTICE

August 8, 2005

Lori Jean Swope
221 Luther Avenue
DuBois, PA 15801

Re: Account No. 6184-4

The Federal Housing and Development Act of 1987 (as amended) directs creditors to notify homeowners who are delinquent in their mortgage obligation of the availability of homeownership counseling provided by nonprofit organizations approved by the Secretary of the Department of Housing and Urban Development ("HUD") and experienced in the provision of homeownership counseling.

Attached is a current list of HUD-approved counseling agencies for Pennsylvania.

Enclosure Housing Counseling List

7004 0750 0000 8603 9799

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
<i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 4.42	
Sent To <u>L. Swope</u>	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, June 2002	
See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Lori Jean Swope
221 Luther Ave.
DuBois, PA 15801

2. Article Number
(Transfer from service label)

7004 0750 0000 8603 9799

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature <u>X Lori Swope</u>		<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) <u>LORI SWOPE</u>	C. Date of Delivery <u>SEP 16 2005</u>	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.		
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		

FILED

SEP 18 2006

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 101935
NO: 06-1506-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION
vs.
DEFENDANT: LORI JEAN SWOPE

SHERIFF RETURN

NOW, September 22, 2006 AT 3:05 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LORI JEAN SWOPE DEFENDANT AT Meeting Place: BiLo Parking Lot, Rt. 255, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LORI J. SWOPE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET / NEVLING

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	TIMBERLAND	89741	10.00
SHERIFF HAWKINS	TIMBERLAND	89741	52.21

FILED
NOV 13 2006
2:30 PM
William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,


by 
Chester A. Hawkins
Sheriff

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

LORI JEAN SWOPE,

DEFENDANT

: NO. 06 – 1506 - .D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: AFFIDAVIT OF
: SERVICE PURSUANT TO RULE 3129.2
:
: FILED ON BEHALF OF: PLAINTIFF
:
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: SUPREME COURT NO.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED
JAN 24 2007
NO CC
S

William A. Shaw
Prothonotary/Clerk of Courts

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

TIMBERLAND FEDERAL	:	NO. 06 – 1506 - C.D.
CREDIT UNION,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
LORI JEAN SWOPE,	:	
	:	
DEFENDANT	:	

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

CHRISTOPHER E. MOHNEY, being duly sworn according to law, deposes and says that as attorney for Plaintiff **TIMBERLAND FEDERAL CREDIT UNION** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendant by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on January 16, 2007

TO: LORI JEAN SWOPE
224 E. Long Avenue
DuBois, PA 15801

TIMBERLAND FEDERAL CREDIT UNION
821 Beaver Drive
DuBois, PA 15801

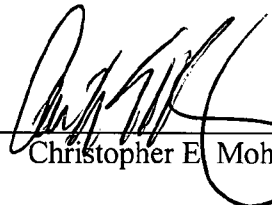
CITIFINANCIAL, INC.
280 Commons Drive
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
1 N. Second Street
Clearfield, PA 16830

CLEARFIELD COUNTY DOMESTIC RELATIONS
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

ALEXIS STETZ, CITY TREASURER
16 West Scribner Avenue
DuBois, PA 15801

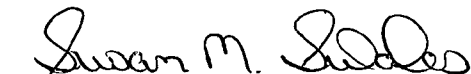
BY:

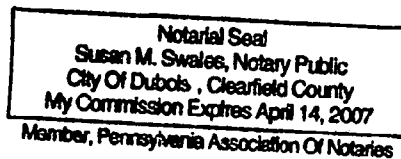

Christopher E. Mohney, Esquire

SWORN TO and SUBSCRIBED

before me this 23rd day of

January, 2007.


Notary Public

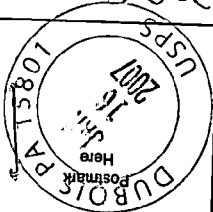


**U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT**
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$.63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88



Sent To
 Street, Apt. No., or PO Box No.
 244 E. Long Avenue
 City, State, ZIP+4
 DUBOIS, PA 15801
 PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

Article Addressed to:
 Lori Jean Scope
 244 E. Long Avenue
 DUBOIS, PA 15801

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature *[Signature]*
 B. Received by (Printed Name) Lori Jean Scope
 C. Date of Delivery 1/18/02
 D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:
 3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number 7006 0810 0001 0127 3046
 (Transfer from service label)
 PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

U.S. POSTAL SERVICE CERTIFICATE OF MAILING
 MAY BE PROVIDED
 Rec Christopher E. Mohny, Esquire
 Suite 6
 25 East Park Avenue
 DuBois, PA 15801
 One pt
 CITIFINANCIAL, INC.
 280 Commons Drive
 DuBois, PA 15801
 PS Form 3817, January 2001

USA 24
 Common Buckeye
 DUBOIS PA 15801
 JAN 15 2002
 Common Buckeye
 DUBOIS PA 15801
 JAN 15 2002
 Common Buckeye
 DUBOIS PA 15801
 JAN 15 2002
 Common Buckeye
 DUBOIS PA 15801
 JAN 15 2002

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED TO PROVIDE:			
Recd	Christopher E. Mohnney, Esquire 25 East Park Avenue Suite 6 DuBois, PA 15801		
One piece	ALEXIS STEITZ, CITY TREASURER 16 West Scribner Avenue DuBois, PA 15801		

Common Buckeye

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED TO PROVIDE:			
Receive	Christopher E. Mohnney, Esquire 25 East Park Avenue Suite 6 DuBois, PA 15801		
One piece of uniform mail addressed to:	CLEARFIELD COUNTY TAX CLAIM BUREAU Clearfield County Courthouse 1 N. Second Street Clearfield, PA 16830		

Common Buckeye

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED TO PROVIDE:			
Receive	Christopher E. Mohnney, Esquire 25 East Park Avenue Suite 6 DuBois, PA 15801		
One piece	CLEARFIELD COUNTY DOMESTIC RELATIONS Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830		

Common Buckeye

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED TO PROVIDE:			
Receive	Christopher E. Mohnney, Esquire 25 East Park Avenue Suite 6 DuBois, PA 15801		
One piece	TIMBERLAND FEDERAL CREDIT UNION 821 Beaver Drive DuBois, PA 15801		

Common Buckeye

PS Form 3817, January 2001

FILED

JAN 24 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

LORI JEAN SWOPE,

DEFENDANT

: NO. 06 - 1506 - .D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: PRAECIPE FOR
: DEFAULT JUDGMENT
:
: FILED ON BEHALF OF: PLAINTIFF
:
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: SUPREME COURT NO.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED Piff. pd. 20.00

DEC 27 2006 No cc

William A. Shaw
Prothonotary/Clerk of Courts

Notice to Def.

Statement to Atty
(610)

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

TIMBERLAND FEDERAL	:	NO. 06 – 1506 - C.D.
CREDIT UNION,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
LORI JEAN SWOPE,	:	
	:	
DEFENDANT	:	

PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendant for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:

1.	Current Balance:	\$38,804.89
2.	Interest payoff:	<u>\$ 1,970.43</u>
	TOTAL:	\$40,775.32

The undersigned certifies that written notice of intention to file this Praecipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on December 28, 2002 as required by Pa. R.C.P. Rule 237.1.

BY: 

Christopher E. Mohnhey Esquire

NOW, this 27th day of December, 2006, damages are assessed in the amount of \$40,775.32.



William A. Shaw, Sr., Prothonotary

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

TIMBERLAND FEDERAL	:	NO. 06 - 1506 - C.D.
CREDIT UNION,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
VS.	:	FORECLOSURE
	:	
LORI JEAN SWOPE,	:	
	:	
DEFENDANT	:	

TO: LORI JEAN SWOPE
224 E. Long Avenue
DuBois, PA 15801

DATE OF NOTICE: *December 11, 2006*

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH 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:

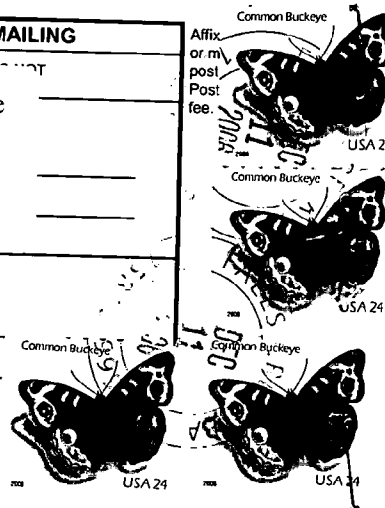
COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641

BY: 

Christopher E. Mohnhey, Esquire
Attorney for Plaintiff
I.D. #63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY PRO	Christopher E. Mohney, Esquire 25 East Park Avenue Suite 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
<u>LORI JEAN SWOPE</u>			
<u>224 E. Long Avenue</u>			
<u>DuBois, PA 15801</u>			


PS Form 3817, January 2001



FILED

DEC 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

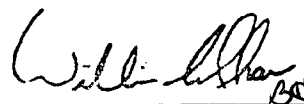
 COPY

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

TIMBERLAND FEDERAL	:	NO. 06 – 1506 - C.D.
CREDIT UNION,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
LORI JEAN SWOPE,	:	
	:	
DEFENDANT	:	

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$40,775.32 on December 27, 2006.

WILLIAM A. SHAW, PROTHONOTARY

By: 
Deputy

CC. ✓

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

Timberland Federal Credit Union
Plaintiff(s)

No.: 2006-01506-CD

Real Debt: \$40,775.32

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Lori Jean Swope
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 27, 2006

Expires: December 27, 2011

Certified from the record this 27th day of December, 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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

LORI JEAN SWOPE,

DEFENDANT

: NO. 06 – 1506 - .D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: PRAECIPE FOR
: WRIT OF EXECUTION
:
: FILED ON BEHALF OF: PLAINTIFF
:
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: SUPREME COURT NO.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED

DEC 27 2006

William A. Shaw
Prothonotary/Clerk of Courts

plff pd-20.00
01/21/07 lccole writs
w/ prop descr.
to Sheriff
(6K)

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

TIMBERLAND FEDERAL	:	NO. 06 – 1506 - C.D.
CREDIT UNION,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
LORI JEAN SWOPE,	:	
	:	
DEFENDANT	:	

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, SR., PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendant in the above captioned matter; and
3. Index this Writ against the Defendant and as a Lis Pendens against real property of the Defendant described on Schedule "A" attached hereto;

4. Amount due: \$40,775.32

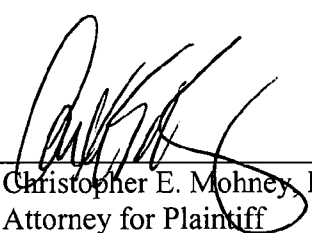
5. Costs: \$ _____

Total: \$ _____

Prothonotary costs

125.00

BY: _____


Christopher E. Mohnhey, Esquire
Attorney for Plaintiff

All those two certain pieces or parcels of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point on the northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 145.55 Feet distant from the intersection formed by the northerly line of Luther Alley and the Westerly line of South Highland Street;

THENCE North 56 degrees 04 minutes East 72.3 Feet to an iron pipe on the dividing line between Lot No. 171 (of which the property here conveyed is a part) and Lot No. 170 in the J. E. Long Addition to the City of DuBois;

THENCE along said dividing line between Lots Nos. 171 and 170 North 35 degrees 48 minutes West a distance of 40.9 Feet to an iron pipe still on said dividing line;

THENCE South 56 degrees 04 minutes West a distance of 74.3 Feet to an iron pipe on the northerly line of Luther Alley;

THENCE along Luther Alley South 38 degrees 38 minutes East a distance of 41.2 feet to an iron pipe and place of beginning. Said described parcel of land being a subdivision or part of Lot No. 171 and known as subdivision No. 121.

UNDER AND SUBJECT to all exceptions and reservations as contained in prior deeds of conveyance.

THE SECOND THEREOF:

BEGINNING at an iron pipe in the Westerly line of Lot No. 169 in the Long Addition to the City of DuBois, said iron pipe being South 33 degrees 22 minutes East, 35.62 Feet from the intersection of the Westerly line of Lot No. 169 and the Southerly line of Lily Alley;

THENCE by line of Lot No. 169, South 33 degrees 22 minutes East, 40.82 Feet to an iron pipe;

THENCE through lot now or formerly of Albert W. Benghauser and Lillian M. Benghauser, South 56 degrees 04 minutes West, 46.55 Feet to an iron pipe;

THENCE North 35 degrees 48 minutes West, 40.9 Feet to an iron pipe;

THENCE by line of lot conveyed to Harry A. Ferguson and Elsie E. Ferguson, North 56 degrees 04 minutes East, 49.36 Feet to an iron pipe and the place of beginning. Said Lot being the central part of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same, for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

TOGETHER with the right and privilege in the Grantees, their heirs and assigns, to have the free and uninterrupted use of all water and sewer lines serving the structure now erected on the premises hereby conveyed in the place where the same are now located. Such right and privilege being an easement appurtenant to the land hereby conveyed and the servient estate being the remaining part of Lot No. 171 aforesaid through, under, on, or over which said sewer lines and water lines presently run.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

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

TIMBERLAND FEDERAL	:	NO. 06 – 1506 - C.D.
CREDIT UNION,	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
LORI JEAN SWOPE,	:	
	:	
DEFENDANT	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

TIMBERLAND FEDERAL CREDIT UNION, Plaintiff in the above action,
sets forth as of the date the Praecipe for Writ of Execution was filed the following
information concerning the real property located at 221 Luther Avenue, DuBois,
Clearfield County, Pennsylvania, as described on Schedule "A" attached hereto.

1. Name and Address of Owner(s) or reputed owner(s):

<u>NAME</u>	<u>ADDRESS</u>
LORI JEAN SWOPE	224 E. Long Avenue DuBois, PA 15801

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

<u>NAME</u>	<u>ADDRESS</u>
LORI JEAN SWOPE	224 E. Long Avenue DuBois, PA 15801

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

NAME

ADDRESS

NONE

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

NAME

ADDRESS

TIMBERLAND FEDERAL
CREDIT UNION

821 Beaver Drive
DuBois, PA 15801

CITIFINANCIAL, INC.

280 Commons Drive
DuBois, PA 15801

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

NAME

ADDRESS

CLEARFIELD COUNTY TAX
CLAIM BUREAU

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

NAME

ADDRESS

ALEXIS STETZ,
CITY TREASURER

16 W. Scribner Avenue
DuBois, PA 15801

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:

NAME

ADDRESS

CLEARFIELD COUNTY
DOMESTIC RELATIONS

Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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.

TIMBERLAND FEDERAL CREDIT UNION

BY: _____
Jenn Spinda

DATE: _____

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.

TIMBERLAND FEDERAL CREDIT UNION

BY: _____

Jenn Spinda

DATE: _____

12/29/06

All those two certain pieces or parcels of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point on the northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 145.55 Feet distant from the intersection formed by the northerly line of Luther Alley and the Westerly line of South Highland Street;

THENCE North 56 degrees 04 minutes East 72.3 Feet to an iron pipe on the dividing line between Lot No. 171 (of which the property here conveyed is a part) and Lot No. 170 in the J. E. Long Addition to the City of DuBois;

THENCE along said dividing line between Lots Nos. 171 and 170 North 35 degrees 48 minutes West a distance of 40.9 Feet to an iron pipe still on said dividing line;

THENCE South 56 degrees 04 minutes West a distance of 74.3 Feet to an iron pipe on the northerly line of Luther Alley;

THENCE along Luther Alley South 38 degrees 38 minutes East a distance of 41.2 feet to an iron pipe and place of beginning. Said described parcel of land being a subdivision or part of Lot No. 171 and known as subdivision No. 121.

UNDER AND SUBJECT to all exceptions and reservations as contained in prior deeds of conveyance.

THE SECOND THEREOF:

BEGINNING at an iron pipe in the Westerly line of Lot No. 169 in the Long Addition to the City of DuBois, said iron pipe being South 33 degrees 22 minutes East, 35.62 Feet from the intersection of the Westerly line of Lot No. 169 and the Southerly line of Lily Alley;

THENCE by line of Lot No. 169, South 33 degrees 22 minutes East, 40.82 Feet to an iron pipe;

THENCE through lot now or formerly of Albert W. Benghauser and Lillian M. Benghauser, South 56 degrees 04 minutes West, 46.55 Feet to an iron pipe;

THENCE North 35 degrees 48 minutes West, 40.9 Feet to an iron pipe;

THENCE by line of lot conveyed to Harry A. Ferguson and Elsie E. Ferguson, North 56 degrees 04 minutes East, 49.36 Feet to an iron pipe and the place of beginning. Said Lot being the central part of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same, for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

TOGETHER with the right and privilege in the Grantees, their heirs and assigns, to have the free and uninterrupted use of all water and sewer lines serving the structure now erected on the premises hereby conveyed in the place where the same are now located. Such right and privilege being an easement appurtenant to the land hereby conveyed and the servient estate being the remaining part of Lot No. 171 aforesaid through, under, on, or over which said sewer lines and water lines presently run.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

LORI JEAN SWOPE,

DEFENDANT

: NO. 06 - 1506 - C.D.
:
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
:
:
:
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to
levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$40,775.32

Costs: \$ _____

Total: \$ _____

Prothonotary costs

125.00

BY: William A. Shaw
William A. Shaw, Prothonotary

DATE: 12/27/06

All those two certain pieces or parcels of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point on the northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 145.55 Feet distant from the intersection formed by the northerly line of Luther Alley and the Westerly line of South Highland Street;

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THENCE South 56 degrees 04 minutes West a distance of 74.3 Feet to an iron pipe on the northerly line of Luther Alley;

THENCE along Luther Alley South 38 degrees 38 minutes East a distance of 41.2 feet to an iron pipe and place of beginning. Said described parcel of land being a subdivision or part of Lot No. 171 and known as subdivision No. 121.

UNDER AND SUBJECT to all exceptions and reservations as contained in prior deeds of conveyance.

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THENCE through lot now or formerly of Albert W. Benghauser and Lillian M. Benghauser, South 56 degrees 04 minutes West, 46.55 Feet to an iron pipe;

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THENCE by line of lot conveyed to Harry A. Ferguson and Elsie E. Ferguson, North 56 degrees 04 minutes East, 49.36 Feet to an iron pipe and the place of beginning. Said Lot being the central part of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same, for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

TOGETHER with the right and privilege in the Grantees, their heirs and assigns, to have the free and uninterrupted use of all water and sewer lines serving the structure now erected on the premises hereby conveyed in the place where the same are now located. Such right and privilege being an easement appurtenant to the land hereby conveyed and the servient estate being the remaining part of Lot No. 171 aforesaid through, under, on, or over which said sewer lines and water lines presently run.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20492
NO: 06-1506-CD

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION
vs.
DEFENDANT: LORI JEAN SWOPE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/27/2006

LEVY TAKEN 01/15/2007 @ 11:09 AM

POSTED 01/15/2007 @ 11:09 AM

SALE HELD 03/02/2007

SOLD TO TIMBERLAND FEDERAL CREDIT UNION

SOLD FOR AMOUNT \$30,000.00 PLUS COSTS

WRIT RETURNED 03/30/2007

DATE DEED FILED 03/30/2007

PROPERTY ADDRESS 221 LUTHER AVENUE DUBOIS , PA 15801

SERVICES

01/15/2007 @ 11:09 AM SERVED LORI JEAN SWOPE

SERVED LORI JEAN SWOPE, DEFENDANT, AT HER RESIDENCE 221 LUTHER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO AMY SWOPE, DAUGHTER/AAR

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.

FILED
014-00061
MAR 30 2007
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20492
NO: 06-1506-CD

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION

vs.

DEFENDANT: LORI JEAN SWOPE

Execution REAL ESTATE

SHERIFF RETURN


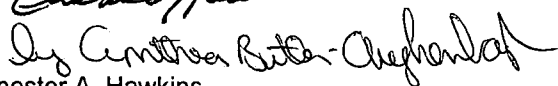
SHERIFF HAWKINS \$821.54

SURCHARGE \$20.00 PAID BY PLAINTIFF

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

TIMBERLAND FEDERAL : NO. 06 - 1506 - C.D.
CREDIT UNION, :
 :
PLAINTIFF : TYPE OF CASE: MORTGAGE
 : FORECLOSURE
 :
VS. :
 :
LORI JEAN SWOPE, :
 :
DEFENDANT :

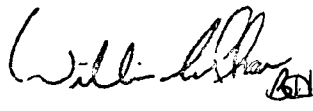
WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
 : SS.
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to
levy upon and sell the property described on Schedule A attached hereto.

Amount due: \$40,775.32
Costs: \$ _____
Total: \$ _____
Prothonotary costs 125.00

BY: 
William A. Shaw, Prothonotary

DATE: 12/27/06

Received December 27, 2006 @ 3:00 PM.
Cristen A. Hanks
By Cynthia Butler-Ayhanbay

All those two certain pieces or parcels of land situate, lying and being in the City of DuBois, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

THE FIRST THEREOF:

BEGINNING at a point on the northerly side of Luther Alley, said point being North 38 degrees 38 minutes West a distance of 145.55 Feet distant from the intersection formed by the northerly line of Luther Alley and the Westerly line of South Highland Street;

THENCE North 56 degrees 04 minutes East 72.3 Feet to an iron pipe on the dividing line between Lot No. 171 (of which the property here conveyed is a part) and Lot No. 170 in the J. E. Long Addition to the City of DuBois;

THENCE along said dividing line between Lots Nos. 171 and 170 North 35 degrees 48 minutes West a distance of 40.9 Feet to an iron pipe still on said dividing line;

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THENCE along Luther Alley South 38 degrees 38 minutes East a distance of 41.2 feet to an iron pipe and place of beginning. Said described parcel of land being a subdivision or part of Lot No. 171 and known as subdivision No. 121.

UNDER AND SUBJECT to all exceptions and reservations as contained in prior deeds of conveyance.

THE SECOND THEREOF:

BEGINNING at an iron pipe in the Westerly line of Lot No. 169 in the Long Addition to the City of DuBois, said iron pipe being South 33 degrees 22 minutes East, 35.62 Feet from the intersection of the Westerly line of Lot No. 169 and the Southerly line of Lily Alley;

THENCE by line of Lot No. 169, South 33 degrees 22 minutes East, 40.82 Feet to an iron pipe;

THENCE through lot now or formerly of Albert W. Benghauser and Lillian M. Benghauser, South 56 degrees 04 minutes West, 46.55 Feet to an iron pipe;

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THENCE by line of lot conveyed to Harry A. Ferguson and Elsie E. Ferguson, North 56 degrees 04 minutes East, 49.36 Feet to an iron pipe and the place of beginning. Said Lot being the central part of Lot No. 170 of the Long Addition to the City of DuBois. Excepting and reserving, nevertheless, a sewer running through and under the above described premises and with the right to maintain and repair the same, for the benefit of Albert W. Benghauser and Lillian M. Benghauser, their heirs and assigns, the owners of the front part of Lot No. 170 of the Long Addition to the City of DuBois.

TOGETHER with the right and privilege in the Grantees, their heirs and assigns, to have the free and uninterrupted use of all water and sewer lines serving the structure now erected on the premises hereby conveyed in the place where the same are now located. Such right and privilege being an easement appurtenant to the land hereby conveyed and the servient estate being the remaining part of Lot No. 171 aforesaid through, under, on, or over which said sewer lines and water lines presently run.

SUBJECT TO all exceptions, reservations, conditions, restrictions, easements and rights-of-way as fully as the same are contained in all prior deeds, instruments or writings or in any other manner touching or affecting the premises hereby conveyed.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME LORI JEAN SWOPE

NO. 06-1506-CD

NOW, March 30, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on March 02, 2007, I exposed the within described real estate of Lori Jean Swope to public venue or outcry at which time and place I sold the same to TIMBERLAND FEDERAL CREDIT UNION he/she being the highest bidder, for the sum of \$30,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	18.43
LEVY	15.00
MILEAGE	18.43
POSTING	15.00
CSDS	10.00
COMMISSION	600.00
POSTAGE	4.68
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	30,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$821.54

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$30.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	40,775.32
INTEREST @ %	0.00
FROM TO 03/02/2007	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$40,795.32

COSTS:

ADVERTISING	1,443.90
TAXES - COLLECTOR	287.87
TAXES - TAX CLAIM	2,816.13
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.50
SHERIFF COSTS	821.54
LEGAL JOURNAL COSTS	216.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$5,885.94

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