

06-1673-CD
SPE Federal C.U. vs Jon L. Williams et al

SPE Federal vs Jon Williams et al
2006-1673-CD

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

SPE FEDERAL CREDIT UNION,

Plaintiff,

v.

JON L. WILLIAMS and

LORIANN WILLIAMS, husband and wife,

Defendants.)

Civil Action No. 06-1673-CD

TYPE OF PLEADING:

Mortgage Foreclosure

Complaint

Counsel of Record for the Party

Tracey G. Benson, Esq.

Pa. I.D. No. 34984

MILLER, KISTLER, CAMPBELL,

MILLER, WILLIAMS &

BENSON, INC.

124 N. Allegheny Street

Bellefonte, PA 16823

(814) 355-5474

(814) 355-5340 - Fax

FILED

12-08-07
OCT 12 2006

William A. Shaw

Prothonotary/Clerk of Courts

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

SPE FEDERAL CREDIT UNION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
JON L. WILLIAMS and)	
LORIANN WILLIAMS, husband and wife,)	
)	
Defendants.)	

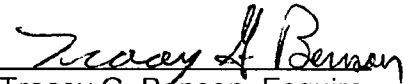
NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

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


Tracey G. Benson, Esquire

Dated: October 11, 2006

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

SPE FEDERAL CREDIT UNION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	
JON L. WILLIAMS and)	Mortgage Foreclosure
LORIANN WILLIAMS, husband and wife,)	
)	
Defendants.)	

COMPLAINT

Plaintiff, SPE Federal Credit Union, by its counsel, Tracey G. Benson, Esquire and Miller, Kistler, Campbell, Miller, Williams & Benson, Inc. brings this action against defendants Jon L. Williams and Loriann Williams, husband and wife, and states in support of its cause of action, as follows:

1. The plaintiff is SPE Federal Credit Union, a federally chartered credit union having offices at 650 North Science Park Road, State College, Centre County, Pennsylvania 16803-2220.
2. The defendants are Jon L. Williams and Loriann Williams, both of whom are adult individuals and who are husband and wife residing at 269 Miller Road (RR 2, Box 73A) Ginter, Gulich Township, Clearfield County, Pennsylvania 16651-9517.
3. On or about July 1, 1998, the defendants borrowed Fifty-Five Thousand (\$55,000.00) Dollars from the SPE Federal Credit Union, pursuant to a Balloon Note (Loan No. 80002851 L2), a copy of which is attached hereto as Exhibit A. Under the terms of the Balloon Note, defendants agreed to make monthly payments in the amount of \$380.13, each month beginning on August 1, 1998. The Balloon Note further

provided that if amounts were still owed under the Balloon Note on July 1, 2005, defendants would pay all outstanding amounts in full on that date (the maturity date). Interest on unpaid principal accrued at the rate of 7.375%, per annum, pursuant to the terms of the Balloon Note.

4. Also on July 1, 1998, defendants Jon L. Williams and Loriann Williams executed a Balloon Rider (Conditional Right To Refinance) for Loan No. 80002851 L2. A copy of that Balloon Rider, as recorded July 1, 1998 in Clearfield County Volume 1947, Page 48, is attached hereto as Exhibit B. Among other things, the Balloon Rider provided that the borrowers would have a conditional refinancing option pursuant to the terms and conditions as set forth in the Balloon Rider.

5. In order to secure the sums borrowed from SPE Federal Credit Union, defendants John L. Williams and Loriann Williams executed a mortgage dated July 1, 1998, and recorded on July 1, 1998 in Clearfield County Volume 1947, Page 40. A true and correct copy of said mortgage is attached hereto as Exhibit C.

6. By letter dated May 16, 2005, defendants were advised that the Balloon Note was scheduled to mature on July 1, 2005, at which time payment in-full, in the amount of \$51,956.70 was required. A copy of said letter is attached hereto as Exhibit D. Despite receiving said letter, defendants failed to pay the Balloon Note in full on the July 1, 2005 maturity date, as required pursuant to the terms of said Note.

7. To the extent that defendants tendered any payments to SPE Federal Credit Union after July 1, 2005, said payments were applied to unpaid interest which accrued after said maturity date, and which continues to accrue.

8. By Notice dated August 4, 2006, mailed to John L. Williams and Loriann Williams, by certified mail, return receipt requested, as well as by first class United States, the defendants were notified that they were in default of said Balloon Note and Mortgage; that the balance of principal and accrued and unpaid interest was due and owing; and that an action in mortgage foreclosure would be brought against the defendants. Nevertheless, defendants have failed to cure their defaults on said Note and Mortgage. Copies of the Notice of Default that was served upon defendants are attached hereto as Exhibit E.

9. The premises subject to said Mortgage are located in Ginter Township, County of Clearfield, Commonwealth of Pennsylvania, and is known as Centre County Tax Parcel No. 21-003-005B are more fully described as follows:

ALL those certain pieces or parcels of land situate, lying and being in Gulich Township, Clearfield County, Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a $\frac{3}{4}$ " rebar (set) on the Southeastern right of way of Township Road T-542, said rebar being the common corner of lands now or formerly of Robert D. Martin, said rebar being the Northwestern most corner of the parcel herein conveyed and running: (1) thence along the lands now or formerly of Robert D. Martin North 53 degrees 07 minutes 39 seconds East a distance of 120.00 feet to a $\frac{3}{4}$ " rebar (set); (2) thence still along the lands now or formerly of Robert D. Martin North 35 degrees 16 minutes 10 seconds West a distance of 76.00 feet to a $\frac{3}{4}$ " rebar (set), said rebar being on the Southeastern line of lands now or formerly of Donovan J. and Eleanor Graffius; (3) thence along the lands now or formerly of Dinivan J. and Eleanor Gaffius North 53 degrees 07 minutes 39 seconds East a distance of 88.71 feet to a 2" pipe (found); (4) thence still along the lands nor or formerly of Donovan J. and Eleanor Graffius and along the lands now or formerly of Daniel R. and Kathryn W. Ludwig North 35 degrees 03 minutes 47 seconds West a distance of 208.67 feet to a 1 $\frac{1}{2}$ " pipe (found); (5) thence along the lands now or formerly of Dean and Katherine M.

Williams as recorded in Deed Book 1357, Page 451, tract 3, North 35 degrees 13 minutes 42 seconds West a distance of 119.62 feet to a ¾" rebar (set); (6) thence through lands now or formerly of Dean Williams and Katherine M. Williams for a new line North 53 degrees 08 minutes 38 seconds East a distance of 208.26 feet to a ¾" rebar (set); (7) thence still through lands now or formerly of Dean Williams and Katherine M. Williams for a new line South 34 degrees 43 minutes 16 seconds East a distance of 687.48 feet to a ¾" rebar (set); (8) thence along the lands now or formerly of Jon and Loriann Williams South 48 degrees 13 minutes 05 seconds West distance of 205.23 feet to a ¾" rebar (set), said rebar being the common corner of lands now or formerly of Kathryn L. Reed; (9) thence along the lands now or formerly of Kathryn L. Reed North 35 degrees 14 minutes 45 seconds West a distance of 181.42 feet to a 2" pipe (found); (10) thence still along the lands now or formerly of Kathryn L. Reed South 53 degrees 08 minutes 41 seconds East a distance of 207.32 feet to a 1" pipe (found), said pipe being on the Southeastern right of way of Township Road T-542; (11) thence along the Southeastern right of way line of Township Road T-542 North 35 degrees 16 minutes 10 seconds West a distance of 119.25 feet to a ¾" rebar (set) and place of beginning.

CONTAINING 4.02 acres as shown on map prepared by Curry and Associates dated December 14, 1992, and revised November 14, 1994.

Bearing based on the Southeastern line of the Grantors as recorded in Deed Book 1357, Page 451, Parcel Number 1.

EXCEPTING AND RESERVING, NEVERTHELESS, all the reservations and exceptions as set forth more fully in the deed to the Grantor and prior Grantors.

ALSO EXCEPTING AND RESERVING from the above described premises that certain piece or parcel of land as was conveyed by Grantors herein to Dean Williams and Katherine M. Williams, his wife, by deed dated April 17, 1998, and entered for the record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1928, Page 478, on May 1, 1998, and more particularly bounded and described as follows:

BEGINNING at a 2" pipe (found) at the Southeast corner of lands of Donovan J. and Eleanor Graffius; said pipe being North 53 degrees

07minutes 39 seconds East a distance of 208.71 feet from the Northwest corner of lands of Robert D. Martin being on the Eastern right of way of Township Road T-542, said place of beginning being the Southwestern corner of the parcel herein conveyed and running: (1) thence long the Eastern line of lands of Donivan J. and Eleanor J. Graffius; Daniel R. and Kathryn W. Ludwig North 35 degrees 03 minutes 47 seconds West a distance of 208.67 feet to a 1 ½ "pipe (found), said pipe being the Northeast corner of lands of Daniel R. and Kathryn W. Ludwig; (2) thence along the Eastern line of lands of Dean and Katherine M. Williams North 35 degrees 13 minutes 42 seconds West a distance of 119.62 feet to a ¾" rebar (set); (3) thence along the lands being conveyed to Robert Ball North 53 degrees 08 minutes 38 seconds East a distance of 208.26 feet to a ¾" rebar (set); (4) thence along the lands being conveyed to Robert Ball South 34 degrees 43 minutes 19 seconds East a distance of 328.52 feet to a point, said point being the Northwest corner of lands being conveyed to Dean and Carrie Williams; (5) thence through the lands of the Grantor for a new line South 53 degrees 11 minutes 07 seconds West a distance of 205.96 feet to a 2" pipe and place of beginning.

BEING Lot Number 5 of the Dean and Katherine M. Williams subdivision and containing 1.56 acres as shown on map prepared by Curry and Associates dated December 14, 1992, and revised July 16, 1997. Bearing based on a magnetic North on December, 1984.

THE SECOND THEREOF: BEGINNING at a point at the Southeast corner of lands presently being conveyed to the Grantors, being Lot Number 5, said point being on the Eastern line of other lands of the Grantees, said place of beginning being the Northwest corner of the parcel herein conveyed and running; (1) thence through lands of the Grantors for a new line North 53 degrees 11 minutes 07seconds East a distance of 173.96 feet to a ¾" rebar (set); (2) thence still through lands of the Grantors for a new line South 34 degrees 43 minutes 17 seconds East a distance of 376.64 feet to a ¾" rebar (set), said rebar being on the Northern line of Lot Number 3 according to the Dean and Katherine M. Williams Subdivision, said rebar also being on the Northern right of way of an access road; (3) thence along the Northern line of lands of Lot Number 3 and along the Northern right of way of an access road South 53 degrees 09 minutes 15 seconds West passing through a ¾" rebar (set) at a distance of 165.31 feet and continuing on for a total distance of 173.97 feet to a point; (4) thence along the Eastern line of other lands of the Grantees North 34 degrees 43 minutes 16 seconds

West passing through a ¾" rebar (set) at a distance of 17.67 feet and continuing on for a total distance of 376.73 feet to a point and place of beginning.

BEING Lot Number 4 of the Dean and Katherine M. Williams Subdivision and containing 1.503 acres as shown on mp prepared by Curry and Associates dated December 14, 1992, and revised July 16, 1997. Bearing based on a Magnetic North on December, 1994.

Also granting and conveying an access road located along the Northern line of lands of the Grantors, John and Loriann Williams, and being described as follows:

BEGINNING at a ¾" rebar (set) at the Southwest corner of lands of Kathryn L. Reed, said rebar being on the Eastern right-of-way line of Township Road T-542, said rebar being the Northwest corner of the right of way herein described and running: (1) thence along the lands of Kathryn L. Reed and along the Southern line of lands presently being conveyed to Dean and Carrie Williams and along the Southern line of lands being presently being conveyed to Robert Ball North 53 degrees 09 minutes 15 seconds East a distance of 611.19 feet to a point; (2) thence through lands of Dean and Katherine M. Williams South 36 degrees 50 minutes 45 seconds East a distance of 25.39 feet to a point; (3) thence through lands being subdivided and being known as Lot Number 3 and through lands of Jon and Loriann Williams South 53 degrees 09 minutes 15 seconds West a distance of 612.10 feet to a concrete monument (found), said concrete monument being on the Eastern right of way of the extension of Township Road T-542; (4) thence along the Eastern right of way of the extension of Township Road T-542 North 34 degrees 42 minutes 40 seconds West a distance of 11.21 feet to a concrete monument (found); (5) thence still along the Eastern right of way of the extension of Township Road T-542 North 34 degrees 54 minutes 12 seconds West a distance of 14.20 feet to a ¾" rebar (set) and place of beginning of this access road.

BEING the same premises as were granted and conveyed unto the Mortgagors herein by deed of Dean A. Williams, et ux, which was entered for record in the Office for the Recoding of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume _____, Page _____.

10. The foregoing Balloon Note and Mortgage are in default because:

- a. The defendants have defaulted by failing to pay in full, on the July 1, 2005 maturity date, all amounts due on said note and mortgage, in the amount of \$51,956.70;
- b. The defendants have failed to pay interest that has continued to accrue pursuant to the Balloon Note at the contractual rate of 7.375% per annum until paid in full.

11. As of September 8, 2006, the following amounts were currently due on said Balloon Note and Mortgage given to the plaintiffs by the defendants:

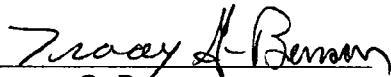
Principal	\$51,377.85
Accrued and unpaid interest	\$ 918.19
Counsel Fees (15% of the delinquent Amount)	\$ 7,844.41
Satisfaction Fee	\$ 7.00
Cost of Suit	\$ _____
Total	\$60,147.45

Interest continues to accrue on the obligation at the rate of \$10.38 per day from September 9, 006 until paid in full.

11. Plaintiff SPE Federal Credit Union brings this action seeking judgment against the defendants Jon L. Williams and Loriann Williams in order to pursue remedies of possession, foreclosure and sale of the mortgaged property.

WHEREFORE, plaintiff SPE Federal Credit Union demands judgment against the defendants, Jon L. Williams and Loriann Williams, in the amount of \$60,147.45 in addition to contractual interest of 7.375 % per annum (\$10.38 per day) accruing under the terms of the Balloon Note from September 1, 2006, until paid, along with attorney

fees, costs of suit and other charges collectible under the Balloon Note and Mortgage,
and for the possession, foreclosure and sale of the mortgaged property.


Tracey G. Benson

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

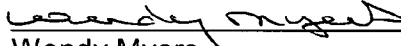
Counsel for Plaintiff
SPE Federal Credit Union

Dated: October 11, 2006

VERIFICATION

I, **Wendy Myers**, Vice President Sales and Services, SPE Federal Credit Union, state that the facts contained in the foregoing **Complaint** are true and correct to the best of my knowledge, information and belief.

I make this Verification pursuant to 18 Pa.C.S.A., Section 4904 pertaining to unsworn falsification to authorities.



Wendy Myers
Vice President Sales and Services
SPE Federal Credit Union

EXHIBIT A

ORIGINAL

BALLOON NOTE

LOAN NUMBER: 80002851 L2

THIS LOAN IS PAYABLE IN FULL AT MATURITY. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF YOU OBTAIN REFINANCING FROM THE SAME LENDER.

July 1, 1998

State College, Pennsylvania
(City) (State)

RR 2 Box 73A, Ginter, Pennsylvania 16651

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 55,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is SPE Federal Credit Union. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.375 %.

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on August 1, 1998. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on July 1, 2005, I still owe amounts under this Note, I will pay those amount in full on that date, which is called the "maturity date."

I will make my monthly payments at 650 N. Science Park Rd., State College, PA 16803 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 380.13

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a partial prepayment without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly by only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

Ronald E. Archer
WITNESS

Jon L. Williams
Jon L. Williams

[Seal]

-Borrower

Ronald E. Archer
WITNESS

Loriann Williams
Loriann Williams

[Seal]

-Borrower

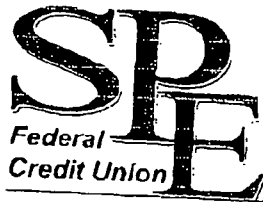
[Seal]

-Borrower

[Seal]

-Borrower

(Sign Original Only)



Main Office: 650 N. Science Park Road, State College, PA 16803-2220 Phone: 814-237-5458 Fax: 814.231.6607
Branch Office: 2601-A E. College Avenue, State College, PA 16801-7512 Phone: 814.238.9619 Fax: 814.238.9649

May 16, 2005

Jon L. Williams
Loriann Williams
RR 2, Box 73A
Ginter, PA 16651-9517

Re: Loan #80002851 L2

Dear Jon and Loriann,

Your mortgage Balloon Note is due to mature on July 1, 2005, at which time Payment-In-Full is required. The current balance on your loan is \$51,956.70. In addition to this balance you would need to add any accrued interest. For example, the total interest due on your loan at this point is \$459.70.

Enclosed is a copy of your Balloon Note and Balloon Note Addendum. Please refer to Covenant 2 of the Balloon Note Addendum. We are unable to offer you the Conditional Right to Refinance Option because the payment is currently past due and has been more than 30 days late within the last 12 months.

Please contact another lender immediately to refinance your current mortgage to pay off the loan held by SPE Federal Credit Union. Thank you for your prompt attention to this matter.

If you have any questions, please feel free to contact me.

Sincerely,

Mary A. Carbonara
Branch Manager
East College Avenue Office
814-231-6601

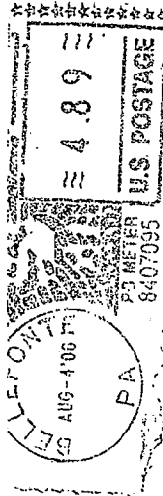
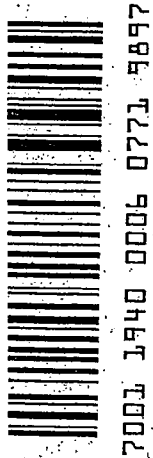
EXHIBIT E

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
BELLEFONTE, PENNSYLVANIA 16823-1695

RETURN RECEIPT

1st NOTICE
2nd NOTICE
RETURNED

☐ Not Deliverable As Addressed
☐ Unable To Forward
☐ Insufficient Address
☐ Moved, Left No Address
☐ Unclaimed ☐ Refused
☐ Attempted-Not Known
☐ No Such Street ☐ Number
☐ Vacant ☐ Illegible
☐ No Mail Receipt
☐ Box Closed-No Order
☐ Returned For Better Address
☐ Postage Due



**CERTIFIED MAIL - RETURN RECEIPT
REQUESTED**

AND FIRST CLASS MAIL

Loriann Williams
RR 2 Box 73A
Ginter, PA 16651-9517

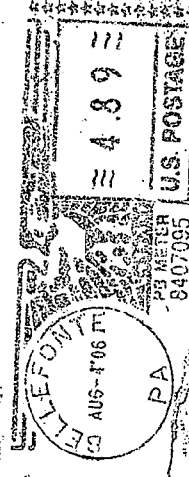
Name _____
 1st Notice 8-5-06
 2nd Notice 8-10-
 Return 8-20

LAW OFFICES OF

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
BELLEFONTE, PENNSYLVANIA 16823-1695

☐ Not Deliverable As Addressed
☐ Unable To Forward
☐ Insufficient Address
☒ Moved, Left No Address
☐ Unclaimed ☐ Refused
☐ Attempted-Not Known
☐ No Such Street ☐ Number
☐ Vacant ☐ Illegible
☐ No Mail Receipt
☐ Box Closed-No Order
☐ Returned For Better Address
☐ Postage Due

CERTIFIED MAIL



**CERTIFIED MAIL - RETURN RECEIPT
REQUESTED**

AND FIRST CLASS MAIL

Jon Williams
RR 2 Box 73A
Ginter, PA 16651-9517

Name _____
 1st Notice 8-5-06
 2nd Notice 8-10-
 Return 8-20

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

PLEASE REPLY TO:
BELLEFONTE OFFICE

August 4, 2006

124 NORTH ALLEGHENY STREET
BELLEFONTE, PA. 16823-1695
(814) 355-5474
GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
AND
720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Loriann Williams
RR 2 Box73A
Ginter, PA 16651-9517

Re: SPE Federal Credit Union,
Loan Default, and Intent to Foreclose

Dear Ms. Williams:

This letter is being sent to you as notice of default and the intention of SPE Federal Credit Union to foreclose on your Mortgage. Because this letter is being sent to you pursuant to the provisions of the loan agreement that you executed when receiving your money from SPE Federal Credit Union, it is important that you read this letter carefully.

As you know, SPE Federal Credit Union, is the holder of a Balloon Note and a Mortgage which were executed by you, in the original principal amount of \$55,000.00. This Mortgage was executed by you on July 1, 1998 and recorded in the Recorder's Office of Clearfield County in Record Book Volume 1947 Page 40 on July 1, 1998.

Your mortgage is currently in serious default because the Balloon Note dated July 1, 1998 matured on July 1, 2005. At that time, you were required to pay the outstanding balance of principal and accrued interest outstanding on the maturity date of the Balloon Note. As of July 1, 2006, the delinquent amount due and owing under the Balloon Note and Mortgage was \$52,206.56, with interest continuing to accrue after said date at the rate of 7.375% per annum (\$10.38 per day until paid.

Because SPE Federal Credit Union has not received payment on this delinquent amount from you by July 1, 2006 you must add an additional \$10.38 per day for interest on the mortgage.

You may cure the default by paying to SPE Federal Credit Union, in full, all amounts due within thirty-five (35) days of the date of this notice. Payment of the delinquent amount owed under

the Balloon Note (\$52,206.06 plus interest accruing after July 1, 2006), and attorney fees incurred by the Credit Union through the date of payment, must be made by cash, cashier's check, or certified check.

Payment of your delinquent account must be made to me at the office of Tracey G. Benson, Esquire, Miller, Kistler, Campbell, Miller, Williams & Benson, Inc., 124 North Allegheny Street, Bellefonte, PA 16823.

If payment of your delinquent loan, along with attorney fees, is not received within thirty-five (35) days after the date of this notice, SPE Federal Credit Union intends, without further notice to you, to do the following:

1. SPE Federal Credit Union will begin legal proceedings against you to foreclose on the Mortgage, in which proceeding the Sheriff of Clearfield County may sell your real estate and contents described in said Mortgage which is currently located in the Gulich Township, Clearfield County, Pennsylvania.
2. SPE Federal Credit Union will also take possession of your real estate described in said Mortgage document and proceed to have you ejected from the property.
3. To the extent that SPE Federal Credit Union is unable to recover its full amount due under the Mortgage, it may also sue you personally for the unpaid principal sum and all other sums due.

IF YOU PAY THE AMOUNTS DUE MORE THAN THIRTY-FIVE (35) DAYS AFTER THE DATE OF THIS NOTICE, AND AFTER SUCH TIME A LEGAL ACTION HAS BEEN BROUGHT AGAINST YOU TO FORECLOSE ON THE MORTGAGE, YOU WILL BE RESPONSIBLE FOR THE ATTORNEY FEES INCURRED BY THE CREDIT UNION IN ADDITION TO THOSE INCURRED TO DATE, WHICH FEES MAY BE SUBSTANTIAL.

IF YOU PAY THE AMOUNT DUE MORE THAN THIRTY-FIVE (35) DAYS AFTER THE DATE OF THIS NOTICE, YOU MUST CONTACT TRACEY G. BENSON, ESQUIRE, MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC., 124 NORTH ALLEGHENY STREET, BELLEFONTE, PA 16823, TELEPHONE NUMBER (814) 355-5474, TO DETERMINE THE EXACT AMOUNT YOU MUST PAY IN ORDER TO CURE THE DEFAULT.

YOU HAVE THE RIGHT TO CURE THE DEFAULT AT ANY TIME UNTIL ONE HOUR BEFORE THE SALE ON THE DAY YOUR PROPERTY IS SCHEDULED FOR SHERIFF SALE. A NOTICE OF THE DATE OF SHERIFF SALE WILL BE SENT TO YOU BEFORE ANY SUCH SALE. YOU SHOULD REMEMBER, HOWEVER, THAT THE AMOUNTS DUE WILL INCREASE AS TIME GOES BY AND THAT THE TOTAL AMOUNT DUE TO CURE THE DEFAULT ON THE DAY OF SHERIFF SALE WILL BE MORE THAN THE \$52,206.56 CURRENTLY OWED.

YOU HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE; BUT THE BUYER OR TRANSFEREE WILL HAVE THE SAME DUTIES UNDER THE MORTGAGE, AND WILL HAVE THE SAME RIGHT AS YOU DO TO CURE THE DEFAULT. YOU ALSO HAVE THE RIGHT TO REFINANCE THE MORTGAGE WITH, OR OBTAIN NEW LOANS OR MORTGAGES FROM, ANOTHER BANK OR LENDER. ANY SALE, TRANSFER OR


REFINANCE MUST BE COMPLETED PRIOR TO ONE HOUR BEFORE THE TIME SET FOR THE SHERIFF SALE.

YOU HAVE THE RIGHT TO CURE THE DEFAULT AFTER A NOTICE OF DEFAULT FROM SPE FEDERAL CREDIT UNION ONLY THREE TIMES IN ANY CALENDAR YEAR.

I hope that you will read this letter carefully and that you will make payment in full to me so that you can bring your loan up-to-date. This notice was authorized by SPE Federal Credit Union, as I have been retained as counsel for them to collect the amount of your loan.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: 
Tracey G. Benson

TGB/cfs

Enclosure: Notice of Homeowners' Emergency Mortgage
Assistance Act of 1983

cc: Jon Williams (w/enclosures)
Susan Hartswick (w/enclosures)

APPENDIX A

**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983**

**PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS**

Date: August 4, 2006
RE: Loan No.: 80002851 L2
To: Loriann Williams
From: SPE Federal Credit Union

Your Mortgage is in serious default because you have failed to pay promptly the outstanding balance of principal, interest, late charges and other fees owed on the Balloon Note with a maturity date of July 1, 2005. The total amount of the delinquency is \$52,206.56. That sum includes the following: outstanding principal (\$51,377.85), interest accrued through July 1, 2006 (\$809.71), plus late charges (\$19.00).

You may be eligible for financial assistance that will prevent foreclosure on your Mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, and if you meet the eligibility requirements of the Act as determined by the Pennsylvania Housing Finance Agency. **Please read all of this Notice. It contains an explanation of your rights.**

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 have the right to arrange a "face-to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of that meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. **That meeting must occur in the next thirty (30) days.**

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this Notice, no further proceedings in mortgage foreclosure may take place for thirty (30) days after the date of that meeting.

The name, address and telephone number of our representative is:

Susan Hartswick
Loan/Collection Officer
SPE Federal Credit Union
650 North Science Park Road
State College, PA 16803-2220

The addresses and phone numbers of designated Consumer Credit Counseling Service of Western Pennsylvania agencies are:

Suite 5000
309 Smithfield Street
Pittsburgh, PA 16222
412-471-7584

Diane Karikas, Branch Manager
500 Third Avenue
Duncansville, PA 16635
814-696-3546

662 N. Main Street
Greensburg, PA 15601
412-838-1290

First Federal Plaza
New Castle, PA 16101
412-652-8074

1631 S. Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
(800) 922-9537

It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with the Pennsylvania Housing Finance Agency. The consumer credit counseling agency will assist you in filling out your application. **It must be filed or postmarked within thirty (30) days of your face-to-face meeting.**

You must either mail your application to the Pennsylvania Housing Finance Agency or you must file it at the office of one of the designated consumer credit counseling agencies listed above.

The Pennsylvania Housing Finance Agency is located at:

2101 N. Front Street
P.O. Box 8029
Harrisburg, PA 17105
(717) 780-3800 or 1-800-342-2397 (toll free number)

An application for assistance may be obtained from this lender, from a consumer credit counseling agency, or directly from the Pennsylvania Housing Finance Agency. **It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.**

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The counseling agency will help you to fill out the application. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

Also enclosed is another Notice from this lender under Act 6 of 1974. That Notice is called a "Notice of Intention to Foreclose." You must read both Notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this Notice, we cannot foreclose upon you during that time. Also, if you receive financial assistance from the Pennsylvania Housing Finance Agency, your home cannot be foreclosed upon while you are receiving that assistance.

Very Truly Yours,



Tracey G. Benson, Esquire

Miller, Kistler, Campbell,
Miller, Williams & Benson, Inc.
Counsel for Northwest Savings Bank

LAW OFFICES OF
MILLER, KISTLER, CAMPBELL, MILLER, WILLIAMS & BENSON, INC.
A PROFESSIONAL CORPORATION

JOHN R. MILLER, JR.
RICHARD L. CAMPBELL
JOHN R. MILLER, III
TERRY J. WILLIAMS
TRACEY G. BENSON*
SCOTT C. ETTER, Ph.D.
DAVID B. CONSIGLIO**
STACY PARKS MILLER
JULIA R. CRONIN
BRIAN K. MARSHALL

*ALSO ADMITTED IN WEST VIRGINIA
**ALSO ADMITTED IN MARYLAND

PLEASE REPLY TO:
BELLEFONTE OFFICE

August 4, 2006

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GENERAL FAX (814) 355-5340
REAL ESTATE FAX (814) 357-0264
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720 SOUTH ATHERTON STREET
STATE COLLEGE, PA. 16801-4628
(814) 234-1500
FAX (814) 234-1549

COUNSEL TO THE FIRM
ROBERT K. KISTLER

CERTIFIED MAIL - RETURN RECEIPT REQUESTED
AND FIRST CLASS MAIL

Jon Williams
RR 2 Box73A
Ginter, PA 16651-9517

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REFINANCE MUST BE COMPLETED PRIOR TO ONE HOUR BEFORE THE TIME SET FOR THE SHERIFF SALE.

YOU HAVE THE RIGHT TO CURE THE DEFAULT AFTER A NOTICE OF DEFAULT FROM SPE FEDERAL CREDIT UNION ONLY THREE TIMES IN ANY CALENDAR YEAR.

I hope that you will read this letter carefully and that you will make payment in full to me so that you can bring your loan up-to-date. This notice was authorized by SPE Federal Credit Union, as I have been retained as counsel for them to collect the amount of your loan.

Very truly yours,

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By:


Tracey G. Benson

TGB/cfs

Enclosure: Notice of Homeowners' Emergency Mortgage
Assistance Act of 1983

cc: Loriann Williams (w/enclosures)
Susan Hartswick (w/enclosures)

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Date: August 4, 2006
RE: Loan No.: 80002851 L2
To: Jon Williams
From: SPE Federal Credit Union

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If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this Notice, no further proceedings in mortgage foreclosure may take place for thirty (30) days after the date of that meeting.

The name, address and telephone number of our representative is:

Susan Hartswick
Loan/Collection Officer
SPE Federal Credit Union
650 North Science Park Road
State College, PA 16803-2220

The addresses and phone numbers of designated Consumer Credit Counseling Service of Western Pennsylvania agencies are:

Suite 5000
309 Smithfield Street
Pittsburgh, PA 16222
412-471-7584

Diane Karikas, Branch Manager
500 Third Avenue
Duncansville, PA 16635
814-696-3546

662 N. Main Street
Greensburg, PA 15601
412-838-1290

First Federal Plaza
New Castle, PA 16101
412-652-8074

1631 S. Atherton Street
Suite 100
State College, PA 16801
(814) 238-3668
(800) 922-9537

It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

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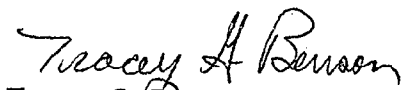
An application for assistance may be obtained from this lender, from a consumer credit counseling agency, or directly from the Pennsylvania Housing Finance Agency. **It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.**

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The counseling agency will help you to fill out the application. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

Also enclosed is another Notice from this lender under Act 6 of 1974. That Notice is called a "Notice of Intention to Foreclose." You must read both Notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this Notice, we cannot foreclose upon you during that time. Also, if you receive financial assistance from the Pennsylvania Housing Finance Agency, your home cannot be foreclosed upon while you are receiving that assistance.

Very Truly Yours,


Tracey G. Benson, Esquire

Miller, Kistler, Campbell,
Miller, Williams & Benson, Inc.
Counsel for Northwest Savings Bank

and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

11. **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 the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest 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 or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

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

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

18. 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 the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; 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 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. **Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

24. **Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

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

27. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

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.

Witnesses:

Ronald E. Archer

Jon L. Williams

Jon L. Williams

(Seal)
—Borrower

Tamera S. Hodack

Social Security Number

194-60-5980

Loriann Williams

Loriann Williams

(Seal)
—Borrower

Social Security Number

170-64-4557

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF CLEARFIELD

On this, the 15th day of July, 1998, before me, a Notary Public, the undersigned officer, personally appeared JON L. WILLIAMS and LORIANN WILLIAMS, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

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

NOTARIAL SEAL
Ronald E. Archer, Notary Public
Houtzdale Boro, Clfd County
My Commission Expires March 23, 2001

Ronald E. Archer
My Commission Expires: March 23, 2001

Form 3039 8/90 (page 6 of 6 pages)

I hereby certify that the precise address of the within Mortgagee (Lender) is 650 N. Science Park Rd., State College, PA. 16803

Ronald E. Archer, Esq.
att-y for Mortgagee
Title of Officer

ALL those certain pieces or parcels of land situate, lying and being in Gulich Township, Clearfield County, Pennsylvania, bounded and described as follows: _____

THE FIRST THEREOF: BEGINNING at a 3/4" rebar (set) on the Southeastern right of way of Township Road T-542, said rebar being the common corner of lands now or formerly of Robert D. Martin, said rebar being the Northwestern most corner of the parcel herein conveyed and running; (1) thence along the lands now or formerly of Robert D. Martin North 53 degrees 07 minutes 39 seconds East a distance of 120.00 feet to a 3/4" rebar (set); (2) thence still along the lands now or formerly of Robert D. Martin North 35 degrees 16 minutes 10 seconds West a distance of 76.00 feet to a 3/4" rebar (set), said rebar being on the Southeastern line of lands now or formerly of Donovan J. and Eleanor Graffius; (3) thence along the lands now or formerly of Donovan J. and Eleanor Graffius North 53 degrees 07 minutes 39 seconds East a distance of 88.71 feet to a 2" pipe (found); (4) thence still along the lands now or formerly of Donovan J. and Eleanor Graffius and along the lands now or formerly of Daniel R. and Kathryn W. Ludwig North 35 degrees 03 minutes 47 seconds West a distance of 208.67 feet to a 1 1/2" pipe (found); (5) thence along the lands now or formerly of Dean and Katherine M. Williams as recorded in Deed Book 1357, Page 451, tract 3, North 35 degrees 13 minutes 42 seconds West a distance of 119.62 feet to a 3/4" rebar (set); (6) thence through lands now or formerly of Dean Williams and Katherine M. Williams for a new line North 53 degrees 08 minutes 38 seconds East a distance of 208.26 feet to a 3/4" rebar (set); (7) thence still through lands now or formerly of Dean Williams and Katherine M. Williams for a new line South 34 degrees 43 minutes 16 seconds East a distance of 687.48 feet to a 3/4" rebar (set); (8) thence along the lands now or formerly of Jon and Loriann Williams South 48 degrees 13 minutes 05 seconds West a distance of 205.23 feet to a 3/4" rebar (set), said rebar being the common corner of lands now or formerly of Kathryn L. Reed; (9) thence along the lands now or formerly of Kathryn L. Reed North 35 degrees 14 minutes 45 seconds West a distance of 181.42 feet to a 2" pipe (found); (10) thence still along the lands now or formerly of Kathryn L. Reed South 53 degrees 08 minutes 41 seconds East a distance of 207.32 feet to a 1" pipe (found), said pipe being on the Southeastern right of way of Township Road T-542; (11) thence along the Southeastern right of way line of Township Road T-542 North 35 degrees 16 minutes 10 seconds West a distance of 119.25 feet to a 3/4" rebar (set) and place of beginning. _____

CONTAINING 4.02 acres as shown on map prepared by Curry and Associates dated December 14, 1992, and revised November 14, 1994. _____

Bearing based on the Southeastern line of the Grantors as recorded in Deed Book 1357, Page 451, Parcel Number 1. _____

EXCEPTING AND RESERVING, NEVERTHELESS, all the reservations and exceptions as set forth more fully in the deed to the Grantor and prior Grantors. _____

ALSO EXCEPTING AND RESERVING from the above described premises that certain piece or parcel of land as was conveyed by Grantors herein to Dean Williams and Katherine M. Williams, his wife, by deed dated April 17, 1998, and entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume 1928, Page 478, on May 1, 1998, and more particularly bounded and described as follows: _____

BEGINNING at a 2" pipe (found) at the Southeast corner of lands of Donovan J. and Eleanor Graffius; said pipe being North 53 degrees 07 minutes 39 seconds East a distance of 208.71 feet from the Northwest corner of lands of Robert D. Martin being on the Eastern right of way of Township Road T-542, said place of beginning being the Southwestern corner of the parcel herein conveyed and running: (1) thence along the Eastern line of lands of Donovan J. and Eleanor Graffius, Daniel R. and Kathryn W. Ludwig North 35 degrees 03 minutes 47 seconds West a distance of 208.67 feet to a 1 1/2"

pipe (found), said pipe being the Northeast corner of lands of Daniel R. and Kathryn W. Ludwig; (2) thence along the Eastern line of lands of Dean and Katherine M. Williams North 35 degrees 13 minutes 42 seconds West a distance of 119.62 feet to a 3/4" rebar (set); (3) thence along the lands being conveyed to Robert Ball North 53 degrees 08 minutes 38 seconds East a distance of 208.26 feet to a 3/4" rebar (set); (4) thence along the lands being conveyed to Robert Ball South 34 degrees 43 minutes 19 seconds East a distance of 328.52 feet to a point, said point being the Northwest corner of lands being conveyed to Dean and Carrie Williams; (5) thence through the lands of the Grantor for a new line South 53 degrees 11 minutes 07 seconds West a distance of 205.96 feet to a 2" pipe and place of beginning.

BEING Lot Number 5 of the Dean and Katherine M. Williams subdivision and containing 1.56 acres as shown on map prepared by Curry and Associates dated December 14, 1992, and revised July 16, 1997. Bearing based on a magnetic North on December, 1984.

THE SECOND THEREOF: BEGINNING at a point at the Southeast corner of lands presently being conveyed to the Grantors, being Lot Number 5, said point being on the Eastern line of other lands of the Grantees, said place of beginning being the Northwest corner of the parcel herein conveyed and running; (1) thence through lands of the Grantors for a new line North 53 degrees 11 minutes 07 seconds East a distance of 173.96 feet to a 3/4" rebar (set); (2) thence still through lands of the Grantors for a new line South 34 degrees 43 minutes 17 seconds East a distance of 376.64 feet to a 3/4" rebar (set), said rebar being on the Northern line of Lot Number 3 according to the Dean and Katherine M. Williams Subdivision, said rebar also being on the Northern right of way of an access road; (3) thence along the Northern line of lands of Lot Number 3 and along the Northern right of way of an access road South 53 degrees 09 minutes 15 seconds West passing through a 3/4" rebar (set) at a distance of 165.31 feet and continuing on for a total distance of 173.97 feet to a point; (4) thence along the Eastern line of other lands of the Grantees North 34 degrees 43 minutes 16 seconds West passing through a 3/4" rebar (set) at a distance of 17.67 feet and continuing on for a total distance of 376.73 feet to a point and place of beginning.

BEING Lot Number 4 of the Dean and Katherine M. Williams Subdivision and containing 1.503 acres as shown on map prepared by Curry and Associates dated December 14, 1992, and revised July 16, 1997. Bearing based on a Magnetic North on December, 1984.

Also granting and conveying an access road located along the Northern line of lands of the Grantors, Jon and Loriann Williams, and being described as follows:

BEGINNING at a 3/4" rebar (set) at the Southwest corner of lands of Kathryn L. Reed, said rebar being on the Eastern right-of-way line of Township Road T-542, said rebar being the Northwest corner of the right of way herein described and running: (1) thence along the lands of Kathryn L. Reed and along the Southern line of lands presently being conveyed to Dean and Carrie Williams and along the Southern line of lands being presently being conveyed to Robert Ball North 53 degrees 09 minutes 15 seconds East a distance of 611.19 feet to a point; (2) thence through lands of Dean and Katherine M. Williams South 36 degrees 50 minutes 45 seconds East a distance of 25.39 feet to a point; (3) thence through lands being subdivided and being known as Lot Number 3 and through lands of Jon and Loriann Williams South 53 degrees 09 minutes 15 seconds West a distance of 612.10 feet to a concrete monument (found), said concrete monument being on the Eastern right of way of the extension of Township Road T-542; (4) thence along the Eastern right of way of the extension of Township Road T-542 North 34 degrees 42 minutes 40 seconds West a distance of 11.21 feet to a concrete monument (found); (5) thence still along the Eastern right of way of the extension of Township Road T-542 North 34 degrees 54 minutes 12 seconds West a distance of 14.20 feet to a 3/4" rebar (set) and place of beginning of this access road.


BEING the same premises as were granted and conveyed unto the Mortgagors herein by deed of Dean A. Williams, et ux, which was entered for record in the Office for the Recording of Deeds of Clearfield County, Pennsylvania, in Deeds and Records Volume _____, Page _____.

EXHIBIT D

Entered of Record 7-1 1998 : 1
rek, Recorder:

ALLEGHANY COUNTY, PENNSYLVANIA - Single Family - Transfer of Title - Form 310 (page 1 of 2 pages)

Form 310 (page 2 of 2 pages)

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

Karen L. Starks
Recorder of Deeds
Karen L. Starks

(Sign Original Only)

(Seal)
-Borrower

(Seal)
-Borrower

John L. Williams

(Seal)
-Borrower

John L. Williams

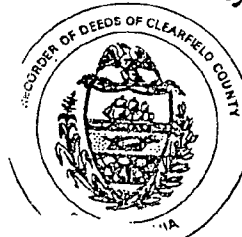
(Seal)
-Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider.

EXHIBIT C

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

CLEARFIELD COUNTY
OFFICE OF RECORDER
TIME 1:47pm 7-1-98
BY Ronald Archer
FEES 25.50
Karen L. Starck, Recorder



Karen L. Starck
Karen L. Starck
Recorder of Deeds

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on July 1
19 98. The mortgagor is JON L. WILLIAMS and LORIANN WILLIAMS
("Borrower"). This Security Instrument is given to
SPE Federal Credit Union, which is organized and existing
under the laws of Pennsylvania, and whose address is 650 N. Science
Park Rd., State College, PA 16803 ("Lender").
Borrower owes Lender the principal sum of FIFTY-FIVE THOUSAND AND 00/100
Dollars (U.S. \$ 55,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on July 1, 2005. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security
of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument
and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in Gulich Township, Clearfield County, Pennsylvania:

PLEASE SEE ATTACHED DESCRIPTION.

which has the address of R. R. 2, Box 73A, Ginter
[Street] [City]
Pennsylvania 16651 ("Property Address");
[Zip Code]

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

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

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

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

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, 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 all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and

for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available.

BALLOON NOTE ADDENDUM

LOAN NUMBER: 80002851 L2

(CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON NOTE ADDENDUM is made this 1st day of July, 1998, and is incorporated into and shall be deemed to amend and supplement the Balloon Note made by the undersigned (the "Borrower") in favor of SPE Federal Credit Union (the "Lender") and dated as of even date herewith (the "Note"). The interest rate stated on the Note is called the "Note Rate". The date of the Note is called the "Note Date".

I (the Borrower) understand the Lender may transfer the Note, the related Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") and this Addendum. The Lender or anyone who takes the Note, Security Instrument and this Addendum by transfer and who is entitled to receive payments under the Note is called the "Note Holder".

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instruments, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a Maturity Date of July 01ST, 2028, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation or refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Condition Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of the day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

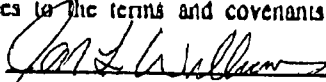
4. CALCULATING THE NEW PAYMENT AMOUNT

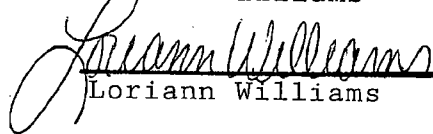
Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE REFINANCING OPTION.

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued by unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Note Addendum.


Jon L. Williams (Seal)
-Borrower


Lorian Williams (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

EXHIBIT B

BALLOON RIDER

(CONDITIONAL RIGHT TO REFINANCE)

LOAN NUMBER: 80002851 L2

THIS BALLOON RIDER is made this 1st day of July, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to SPE Federal Credit Union (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

RR 2 Box 73A, Ginter, Pennsylvania 16651

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security Instrument and the Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instruments, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the maturity date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a Maturity Date of July 01ST, 2028, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the condition provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise to Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (3) no lien against the Property (except for taxes and special assessments not yet due and payable) other than that of the Security Instrument may exist; (4) the New Note Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to the Federal National Mortgage Association's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of the day that the Note Holder receives notice of my election to exercise the Conditional Refinancing Option. If this required net yield is not available, the Note Holder will determine the New Note Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Note Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my principal and interest payment every month until the New Note is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION.

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon the Federal National Mortgage Association's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Maturity Date the Note Holder will advise me of the new interest rate (New Note Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with updating the title insurance policy, if any.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102030
NO: 06-1673-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SPE FEDERAL CREDIT UNION
vs.
DEFENDANT: JON L. WILLIAMS and LORIANN WILLIAMS

SHERIFF RETURN

NOW, November 08, 2006 AT 7:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JON L. WILLIAMS DEFENDANT AT 269 MILLER ROAD, GINTER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LORIANN WILLIAMS, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
01/30/2007
JAN 30 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102030
NO: 06-1673-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SPE FEDERAL CREDIT UNION
vs.
DEFENDANT: JON L. WILLIAMS and LORIANN WILLIAMS

SHERIFF RETURN

NOW, November 08, 2006 AT 7:23 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LORIANN WILLIAMS DEFENDANT AT 269 MILLER ROAD, GINTER, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LORIANN WILLIAMS, 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 # 102030
NO: 06-1673-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: SPE FEDERAL CREDIT UNION
vs.
DEFENDANT: JON L. WILLIAMS and LORIANN WILLIAMS

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	MILLER	1738	20.00
SHERIFF HAWKINS	MILLER	1738	80.00

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

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

SPE FEDERAL CREDIT UNION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 06-1673-CD
)	
JON L. WILLIAMS and)	
LORIANN WILLIAMS, husband and wife,)	
)	
Defendants.)	

IMPORTANT NOTICE

To: Jon L. Williams
269 Miller Road
Ginter, PA 16651-9517

Date of Notice: March 6, 2007

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:

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

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: Tracey A. Benson
Tracey G. Benson, Esquire

Dated: March 6, 2007

FILED *no cc*
MAR 07 2007
William A. Shaw
Prothonotary/Clerk of Courts

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

SPE FEDERAL CREDIT UNION,

Plaintiff,

v.

JON L. WILLIAMS and
LORIANN WILLIAMS, husband and wife,

Defendants.

Civil Action No. 06-1673-CD

CERTIFICATE OF SERVICE

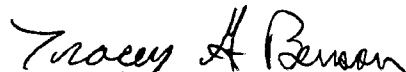
I hereby certify that a copy of the foregoing **Ten Day Notice of Entry of Default Judgment**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jon L. Williams
269 Miller Road
Ginter, PA 16651-9517

Loriann Williams
269 Miller Road
Ginter, PA 16651-9517

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON INC.

By:



Tracey G. Benson

Dated: March 6, 2007

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

SPE FEDERAL CREDIT UNION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 06-1673-CD
)	
JON L. WILLIAMS and)	
LORIANN WILLIAMS, husband and wife,)	
)	
Defendants.)	

IMPORTANT NOTICE

To: Loriann Williams
269 Miller Road
Ginter, PA 16651-9517

Date of Notice: March 6, 2007

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:

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

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.

By: Tracey A. Benson
Tracey G. Benson, Esquire

Dated: March 6, 2007

FILED *nc*
m/10.496m
MAR 07 2007 *(S)*
William A. Shaw
Prothonotary/Clerk of Courts

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

SPE FEDERAL CREDIT UNION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 06-1673-CD
)	
JON L. WILLIAMS and)	
LORIAN WILLIAMS, husband and wife,)	
)	
Defendants.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Ten Day Notice of Entry of Default Judgment**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jon L. Williams
269 Miller Road
Ginter, PA 16651-9517

Loriann Williams
269 Miller Road
Ginter, PA 16651-9517

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON INC.

By: Tracey G. Benson
Tracey G. Benson

Dated: March 6, 2007

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

SPE FEDERAL CREDIT UNION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 06-1673-CD
)	
JON L. WILLIAMS and)	
LORIANN WILLIAMS, husband and wife,)	
)	
Defendants.)	

PRAECIPE TO DISCONTINUE

To the Prothonotary of Said Court:

Please mark this action as settled, discontinued and ended on the docket in
Clearfield County.


Tracey G. Benson

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON, INC.
124 North Allegheny Street
Bellefonte, PA 16823
(814) 355-5474

Counsel for Plaintiff
SPE Federal Credit Union

Dated: June 27, 2008

FILED
M 10:47 a.m. GK
JUL 01 2008 100
William A. Shaw (GK)
Prothonotary/Clerk of Courts

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

SPE FEDERAL CREDIT UNION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No. 06-1673-CD
)	
JON L. WILLIAMS and)	
LORIANN WILLIAMS, husband and wife,)	
)	
Defendants.)	

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing **Praecipe to Discontinue**, was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows:

Jon L. Williams
269 Miller Road
Ginter, PA 16651-9517

Loriann Williams
269 Miller Road
Ginter, PA 16651-9517

MILLER, KISTLER, CAMPBELL,
MILLER, WILLIAMS & BENSON INC.

By: Tracey G. Benson
Tracey G. Benson

Dated: June 27, 2008

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

CIVIL DIVISION

COPY

SPE Federal Credit Union

Vs.

No. 2006-01673-CD

**Jon L. Williams
Loriann Williams**

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 July 1, 2008, marked:

Settled, Discontinued and Ended.

Record costs in the sum of \$85.00 have been paid in full by Tracey G. Benson, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 1st day of July A.D. 2008.



William A. Shaw, Prothonotary