

06-1910-CD  
Clfd B&T Bank vs James P. Hile et al

Clfd Bank & Trust vs James Hile et al  
2006-1910-CD

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

JAMES P. HILE AND SHIRLEY J. HILE,  
husband and wife,

Defendants

No. 2006-1910-C

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

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

**FILED**

NOV 16 2006

M2:20/w

William A. Shaw  
Prothonotary/Clerk of Courts

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

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

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

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
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CLEARFIELD BANK AND TRUST  
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**COMPLAINT**

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

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendants are JAMES P. HILE AND SHIRLEY J. HILE, with a mailing address of RR1, Box 315, Clearfield, Pennsylvania 16830, and a property address of RD1, Flegal Road, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated April 22, 1991, in the principal amount of \$43,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume No. 1393, Page 601.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$43,000.00 as set forth in Promissory Note dated April 22, 1991. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated June 26, 2006, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

(a)	Principal Balance	\$ 4,451.59
(b)	Interest per diem of 1.27449 from 2/22/06 to 10/16/06	\$ 294.27
(c)	Late Charges	\$ 47.40
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 500.00</u>
	<b>FINAL TOTAL</b>	<b>\$ 5,321.76</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$5,321.76** plus interest at **10.45%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.

Date: 11-13-06

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

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

By: Louis Cynkar  
Louis Cynkar, Vice President  
Lending Division Manager

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

## MORTGAGE

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THIS MORTGAGE is made this 22nd day of April 1991  
 between the Mortgagor JAMES P. HILE AND SHIRLEY J. HILE, husband and wife (herein  
 "Borrower"), and the Mortgagee, CLEARFIELD BANK & TRUST COMPANY  
 a Corporation organized and existing under the laws of Pennsylvania, whose address is: P.O. Box 171  
Clearfield, Pennsylvania 16830 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of Forty-Three Thousand Dollars,  
 which indebtedness is evidenced by Borrower's note dated April 22, 2006 (herein "Note"), providing for  
 monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on

April 22, 2006

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of

CLEARFIELD, State of Pennsylvania:

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

THE FIRST THEREOF:

BEGINNING at a 3/4 inch rebar set on the eastern line of Irene Ann Somerville on the southern line of Interstate 80 and being the northwest corner of the herein conveyed Parcel No. 1 and running; thence along the southern line of Interstate 80 South sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds East 771.62 feet to a point in the centerline of Township Road T-519, said point being North sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds West 20.00 feet from a 3/4 inch rebar set; thence along the centerline of Township Road the following courses and distances: (a). by an arc of a circle 1146.28 feet in radius curving to the right an arc distance of 584.16 feet, the chord being South thirty-nine (39) degrees eight (08') minutes thirty-one (31") seconds West 577.86 feet to a point; (b) South fifty-three (53) degrees forty-four (44') minutes twenty-nine (29") seconds West 65.84 feet; (c). South fifty-three (53) degrees forty-eight (48') minutes forty-nine (49") seconds West 160.95 feet; (d). South thirty-nine (39) degrees fifty-one (51') minutes forty-eight (48") seconds West 154.40 feet to a point in the centerline of Township Road T-601; thence along the centerline of Township Road T-601 North forty (40) degrees thirty (30') minutes zero (00") seconds West 51.16 feet to a point on the eastern line of Irene Ann Somerville; thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 977.00 feet to a 3/4 inch rebar set and place of beginning, said line passing through a 3/4 inch rebar set 26.18 feet from said centerline. Containing 8.558 acres net.

THE SECOND THEREOF:

BEGINNING at a 3/4 inch rebar set on the southeast corner of Irene Ann Somerville, at the northern line of Franklin R. Owens and being the southwest corner of the parcel herein described and running; thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 1543.85 feet to a point in the centerline of Township Road T-601, said line passing through a 3/4 inch rebar set 26.18 feet back from said centerline; thence along the centerline of Township Road T-601 the following courses and distances: (a). South forty (40) degrees thirty

SEE ATTACHED SHEET  
 which has the address of

"Clearfield  
 (Street) (City)

Pennsylvania 16830 (herein "Property Address");

(State and Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, that the Property, is unencumbered, and that the Borrower will warrant and defend generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

PENNSYLVANIA—1 in 4-4/79—FNMA/FHLMC UNIFORM INSTRUMENT  
 Form 154

EXHIBIT

tabloid

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

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**1. Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

**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 installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

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

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. 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, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at a rate payable from time to time on the outstanding principal under the Note until payment of interest at such rate would be

injury to applicable law, in which case such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder.

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

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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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

**10. Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

**11. Forbearance by Lender Not Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

**12. Remedies Cumulative.** All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

**13. Successors and Assigns Bound; Joint and Several Liability; Caption.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provision of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

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

**15. Uniform Mortgage; Governing Law; Severability.** This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

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

**17. Transfer of the Property; Assumption.** If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

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

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

**20. Assignment of Rents; Appointment of Receiver; Lender in Possession:** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon Acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees; and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

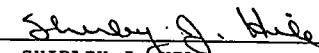
**21. Future Advances.** Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may make future advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when evidenced by promissory notes stating that said notes are secured hereby. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance herewith to protect the security of this Mortgage, exceed the original amount of the Note.

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

**23. Purchase Money Mortgage:** If all or part of the sums secured by this Mortgage are lent to Borrower to acquire title to the Property, this Mortgage is hereby declared to be a purchase money mortgage.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

Witnesses:

  
JAMES P. HILE -Borrower  
  
SHIRLEY J. HILE -Borrower

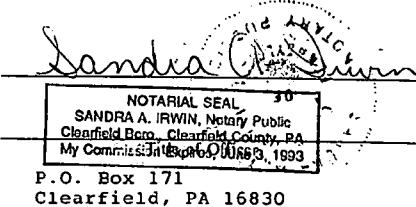
COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

On this, the 22nd day of April, 19 91, before me,

the undersigned officer, personally appeared  
JAMES P. HILE AND SHIRELY J. HILE, husband and wife known to me (or satisfactorily proven)  
to be the person s whose name s are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes herein contained.

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

My Commission expires:



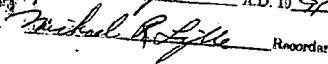
I hereby certify that the precise residence of the within Mortgagee is

  
(Signature)

(Space Below This Line Reserved For Lender and Recorder)

STATE OF PENNSYLVANIA,  
COUNTY OF CLEARFIELD, ss  
RECORDED in the Office in and for said  
County in the office of Recorder, Book No. 1363

WITNESS my hand and seal of office this  
day of April, A.D. 1991

  
Michael R. Lytle Recorder

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:56 PM 4-27-91  
BY Michael R. Lytle  
FEES 15.50  
Michael R. Lytle, Recorder

My Commission Expires  
First Monday in January, 1992

(30') minutes zero (00") seconds East 699.21 feet to a spike set; (b). South thirty-five (35) degrees nineteen (19') minutes fifty-two (52") seconds East 173.09 feet to a point at the northeast corner of parcel No. 2; thence along Parcel No. 2 the following courses and distances: (a). South seventy-nine (79) degrees eighteen (18') minutes nine (09") seconds West 294.10 feet to a 3/4 inch rebar set, said line passing through a 3/4 inch rebar set 25.73 feet from the centerline of T-601; (b). South one (1) degree twenty-six (26') minutes five (05") seconds East 765.48 feet to a 3/4 inch rebar set on the northern line of Franklin R. Owens; thence along the northern line of Franklin R. Owens South eighty-nine (89) degrees thirty-one (31') minutes thirty-two (32") seconds West 286.96 feet to a 3/4 inch rebar set and place of beginning. Containing 10.158 acres net.

Both parts containing a total of 18.716 acres net as shown on map prepared by Curry and Associates with a revised date of January 22, 1991. Bearings above are based on True North.

EXCEPTING AND RESERVING all exceptions and reservations as they appear in prior chains of title.

BEING the same premises which Leonard O. Swisher and Jeanninne M. Swisher, husband and wife conveyed to the Mortgagors herein by deed dated the 19th day of April, 1991, not yet, but intended to be recorded concurrently herewith.

063786

## NOTE

US \$ 43,000.00

April 22, 1991

Clearfield

City

Pennsylvania

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay \_\_\_\_\_

CLEARFIELD BANK &amp; TRUST COMPANY Clearfield, Pennsylvania 16830

, or order, the principal sum of

Forty-Three Thousand-----\$43,000.00)----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 10.45 percent per annum.Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of Four Hundred Seventy-Three 99/100--- Dollars (US \$473.99) , on the 22nd day of each month beginningMay , 19 91 . Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

April 22nd, 2006

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of 5% percent of any monthly installment not received by the Note holder within 15 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligation of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Mortgage, dated April 22nd, 1991, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

JAMES P. HILE

SHIRLEY J. HILE

R.D.#1, Box 318

Clearfield, PA 16830

(Execute Original Only)

PENNSYLVANIA - 1 to 4 Family-6/79-FNMA/FHLMC Uniform Instrument

EXHIBIT

tables?

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

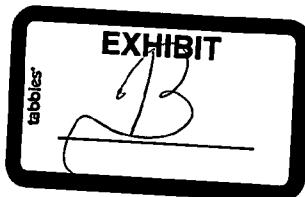
THE FIRST THEREOF: BEGINNING at a 3/4 inch rebar set on the eastern line of Irene Ann Somerville on the southern line of Interstate 80 and being the northwest corner of the herein conveyed Parcel No. 1 and running: thence along the southern line of Interstate 80 South sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds East 771.62 feet to a point in the centerline of Township Road T-519, said point being North sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds West 20.00 feet from a 3/4 inch rebar set; thence along the centerline of Township Road the following courses and distances: (a). by an arc of a circle 1146.28 feet in radius curving to the right an arc distance of 584.16 feet, the chord being South thirty-nine (39) degrees eight (08') minutes thirty-one (31") seconds West 577.86 feet to a point; (b). South fifty-three (53) degrees forty-four (44') minutes twenty-nine (29") seconds West 65.84 feet; (c). South fifty-three (53) degrees forty-eight (48') minutes forty-nine (49") seconds West 160.95 feet; (d). South thirty-nine (39) degrees fifty-one (51') minutes forty-eight (48") seconds West 154.40 feet to a point in the centerline of Township Road T-601; thence along the centerline of Township Road T-601 North forty (40) degrees thirty (30') minutes zero (00") seconds West 51.16 feet to a point on the eastern line of Irene Ann Somerville; thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 977.00 feet to a 3/4 inch rebar set and place of beginning, said line passing through a 3/4 inch rebar set 26.18 feet from said centerline. Containing 8.558 acres net.

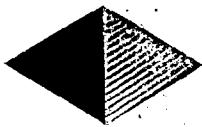
THE SECOND THEREOF: BEGINNING at a 3/4 inch rebar set on the southeast corner of Irene Ann Somerville, at the northern line of Franklin R. Owens and being the southwest corner of the parcel herein described and running: thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 1543.85 feet to a point in the centerline of Township Road T-601, said line passing through a 3/4 inch rebar set 26.18 feet back from said centerline; thence

along the centerline of Township Road T-601 the following courses and distances: (a). South forty (40) degrees thirty (30') minutes zero (00") seconds East 699.21 feet to a spike set; (b). South thirty-five (35) degrees nineteen (19') minutes fifty-two (52") seconds East 173.09 feet to a point at the northeast corner of Parcel No. 2; thence along Parcel No. 2 the following courses and distances: (a). South seventy-nine (79) degrees eighteen (18') minutes nine (09") seconds West 294.10 feet to a 3/4 inch rebar set, said line passing through a 3/4 inch rebar set 25.73 feet from the centerline of T-601; (b). South one (1) degree twenty-six (26') minutes five (05") seconds East 765.48 feet to a 3/4 inch rebar set on the northern line of Franklin R. Owens; thence along the northern line of Franklin R. Owens South eighty-nine (89) degrees thirty-one (31') minutes thirty-two (32") seconds West 286.96 feet to a 3/4 inch rebar set and place of beginning. Containing 10.158 acres net.

Both parts containing a total of 18.716 acres net as shown on map prepared by Curry and Associates with a revised date of January 22, 1991. Bearings above are based on True North.

BEING part of the same premises which Harry Fred Bigler, III and June T. Bigler, husband and wife, by their deed dated June 27, 1988, and recorded in Clearfield County on July 15, 1988, in Deed Book Volume 1233 at Page 370 conveyed to Leonard O. Swisher and Jeannine M. Swisher, husband and wife, Grantors herein.





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

CLEARFIELD BANK  
&  
TRUST COMPANY

## ACT 91 NOTICE

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

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

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

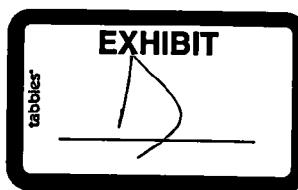
This Notice explains how the program works.

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

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

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

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



HOMEOWNER'S NAME(S):	James P. Hile Shirley J. Hile
MAILING ADDRESS:	RR 1 Box 318 Clearfield, PA 16830
ACCT. NO.:	2063786
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	June 26, 2006

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

- \* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- \* IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- \* IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Residence, RD 1 Flegal Rd., Lawrence Twp., Clearfield, PA 16830

---

**IS SERIOUSLY IN DEFAULT because:**

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

Principal \$4,451.59, Interest \$151.53

Late or Other Charges (explain/itemize): \$47.40

**TOTAL AMOUNT PAST DUE: \$4,650.52**

---

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

James P. Hite  
Shirley J. Hite  
RR 1 Box 318  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

*James P. Hite*

Agent  
 Addressee

**B. Received by (Printed Name)**

*James P. Hite*

**C. Date of Delivery****D. Is delivery address different from item 1?  Yes**

If YES, enter delivery address below:  No

*Color En*

**3. Service Type**

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

**4. Restricted Delivery? (Extra Fee)  Yes****2. Article Number**

(Transfer from service label)

7005 0390 0003 7228 3885

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102158  
NO: 06-1910-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY  
vs.  
DEFENDANT: JAMES P. HILE and SHIRLEY J. HILE

**SHERIFF RETURN**

NOW, November 27, 2006 AT 9:05 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES P. HILE DEFENDANT AT RESIDENCE/EMPLOYMENT: 64 COLOR LANE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES P. HILE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED  
02.20 CM  
FEB 14 2007  


William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102158  
NO: 06-1910-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY  
VS.  
DEFENDANT: JAMES P. HILE and SHIRLEY J. HILE

**SHERIFF RETURN**

---

NOW, November 27, 2006 AT 9:05 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON SHIRLEY J. HILE DEFENDANT AT RESIDENCE/EMPLOYMENT: 64 COLOR LANE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES HILE, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / NEVLING

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102158  
NO: 06-1910-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY  
vs.  
DEFENDANT: JAMES P. HILE and SHIRLEY J. HILE

SHERIFF RETURN

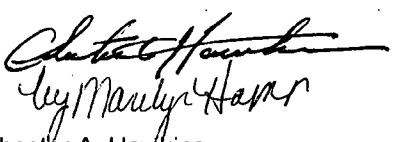
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ	1583	20.00
SHERIFF HAWKINS	BCCZ	1583	28.39

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2007

  
Chester A. Hawkins  
Sheriff

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

JAMES P. HILE AND SHIRLEY J. HILE,  
husband and wife,

Defendants

No. 06-01910-CD

Type of Pleading: PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

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

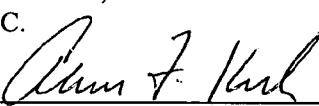
**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **FIVE THOUSAND THREE HUNDRED  
TWENTY-ONE AND 10/100 (\$5,321.76) DOLLARS** together with interest and costs of this suit on the  
above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer  
within the allotted twenty (20) day limit.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

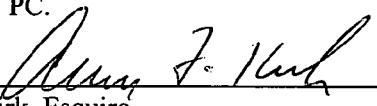
Date: *January 5, 2007*

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

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

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Date: *January 5, 2007*

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

FILED  
M/3/36/07  
FEB 20 2007  
ICCA Notice  
to Defs.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement  
to Atty  
GK

FILE COPY

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

JAMES P. HILE AND SHIRLEY J. HILE,  
husband and wife,

Defendants

No. 4116-11910-05

Type of Pleading: 10 DAY NOTICE

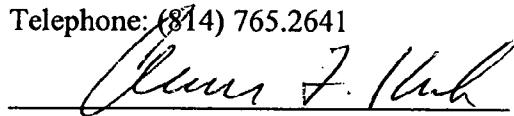
Filed on Behalf of: Plaintiff

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

**IMPORTANT NOTICE**

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

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

  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

7005 0390 0005 0664 3279

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .39
Certified Fee	\$ 1.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 1.00
Total Postage & Fees	\$ 4.64

Postmark  
PA 16823  
22 2005  
Here

**Sent To**  
James P. Wile  
Street, Apt. No.  
or PO Box No.  
RR1, Box 315  
City, State, ZIP+4  
Clearfield, PA 16830

PS Form 3800, June 2002  
See Reverse for Instructions

7005 0390 0005 0664 3286

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ .39
Certified Fee	\$ 1.40
Return Receipt Fee (Endorsement Required)	\$ 1.85
Restricted Delivery Fee (Endorsement Required)	\$ 1.00
Total Postage & Fees	\$ 4.64

Postmark  
PA 16823  
22 2005  
Here

**Sent To**  
Shirley J. Wile  
Street, Apt. No.  
or PO Box No.  
RR1, Box 315  
City, State, ZIP+4  
Clearfield, PA 16830

PS Form 3800, June 2002  
See Reverse for Instructions

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

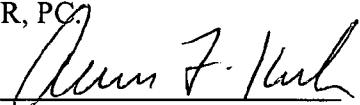
CLEARFIELD BANK AND TRUST : No. 06-01910-CD  
COMPANY, :  
Plaintiff :  
vs. :  
JAMES P. HILE AND SHIRLEY J. HILE, : Filed on Behalf of: Plaintiff  
husband and wife, :  
Defendants :  
Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051

**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named Defendants pursuant to the enclosed  
Certificate of Judgment of **Clearfield County Docket No. 06-1910-CD** in the principal amount  
of **\$5,321.76** together with interest and costs of suit.

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

Date: *January 5, 2007*

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

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

COPY

CLEARFIELD BANK AND TRUST : No. 06-01910-CD  
COMPANY, :  
Plaintiff :  
vs. :  
JAMES P. HILE AND SHIRLEY J. HILE, : Filed on Behalf of: Plaintiff  
husband and wife, :  
Defendants :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC.  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: (814) 867.8055  
: (814) 867.8051

TO: **Mr. James P. Hile**  
**RR1, Box 315**  
**Clearfield, PA 16830**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$5,321.76 on February 20, 2007.

*William Shanahan*, Prothonotary  
Bd

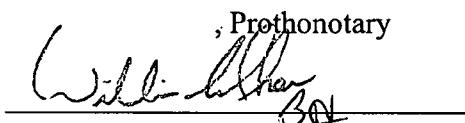
IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

COPY

CLEARFIELD BANK AND TRUST : No. 06-01910-CD  
COMPANY, :  
Plaintiff :  
vs. :  
JAMES P. HILE AND SHIRLEY J. HILE, : Filed on Behalf of: Plaintiff  
husband and wife, :  
Defendants :  
: Counsel of Record for this Party:  
: BABST, CALLAND, CLEMENTS AND  
: ZOMNIR, PC.  
: ALAN F. KIRK, ESQUIRE  
: Supreme Court # 36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: (814) 867.8055  
: (814) 867.8051

TO: **Mrs. Shirley J. Hile**  
**RR1, Box 315**  
**Clearfield, PA 16830**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 5,321.76 on February 20, 2007.

  
Prothonotary

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

COPY

Clearfield Bank and Trust Company  
Plaintiff(s)

No.: 2006-01910-CD

Real Debt: \$5,321.76

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

James P Hile  
Shirley J. Hile  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 20, 2007

Expires: February 20, 2012

Certified from the record this 20th day of February, 2007.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

JAMES P. HILE AND SHIRLEY J. HILE,  
husband and wife,

Defendants

No. 06-1910-CD

Type of Pleading: PRAECIPE FOR WRIT  
OF EXECUTION

FILED *Atty pd.  
m 12/3/07  
MAR 09 2007*  
JCC & Lewins  
w/Prop. descr.  
to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts

CR

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

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$5,321.76**

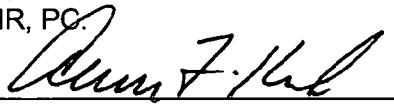
Plus continuing interest on the principal balance from January 5, 2006, plus  
costs and attorneys fees.

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

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

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

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

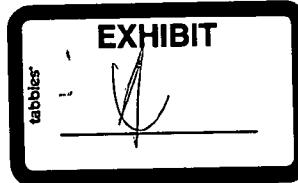
  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

Dated: 2-20-07

ALL those two certain pieces or parcels of land situated in  
Lawrence Township, Clearfield County, Pennsylvania, bounded  
and described as follows:

THE FIRST THEREOF: BEGINNING at a 3/4 inch rebar set on the eastern line of Irene Ann Somerville on the southern line of Interstate 80 and being the northwest corner of the herein conveyed Parcel No. 1 and running: thence along the southern line of Interstate 80 South sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds East 771.62 feet to a point in the centerline of Township Road T-519, said point being North sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds West 20.00 feet from a 3/4 inch rebar set; thence along the centerline of Township Road the following courses and distances: (a). by an arc of a circle 1146.28 feet in radius curving to the right an arc distance of 584.16 feet, the chord being South thirty-nine (39) degrees eight (08') minutes thirty-one (31") seconds West 577.86 feet to a point; (b). South fifty-three (53) degrees forty-four (44') minutes twenty-nine (29") seconds West 65.84 feet; (c). South fifty-three (53) degrees forty-eight (48') minutes forty-nine (49") seconds West 160.95 feet; (d). South thirty-nine (39) degrees fifty-one (51') minutes forty-eight (48") seconds West 154.40 feet to a point in the centerline of Township Road T-601; thence along the centerline of Township Road T-601 North forty (40) degrees thirty (30') minutes zero (00") seconds West 51.16 feet to a point on the eastern line of Irene Ann Somerville; thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 977.00 feet to a 3/4 inch rebar set and place of beginning, said line passing through a 3/4 inch rebar set 26.18 feet from said centerline. Containing 8.558 acres net.

THE SECOND THEREOF: BEGINNING at a 3/4 inch rebar set on the southeast corner of Irene Ann Somerville, at the northern line of Franklin R. Owens and being the southwest corner of the parcel herein described and running: thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 1543.85 feet to a point in the centerline of Township Road T-601, said line passing through a 3/4 inch rebar set 26.18 feet back from said centerline; thence



along the centerline of Township Road T-601 the following courses and distances: (a). South forty (40) degrees thirty (30') minutes zero (00") seconds East 699.21 feet to a spike set; (b). South thirty-five (35) degrees nineteen (19') minutes fifty-two (52") seconds East 173.09 feet to a point at the northeast corner of Parcel No. 2; thence along Parcel No. 2 the following courses and distances: (a). South seventy-nine (79) degrees eighteen (18') minutes nine (09") seconds West 294.10 feet to a 3/4 inch rebar set, said line passing through a 3/4 inch rebar set 25.73 feet from the centerline of T-601; (b). South one (1) degree twenty-six (26') minutes five (05") seconds East 765.48 feet to a 3/4 inch rebar set on the northern line of Franklin R. Owens; thence along the northern line of Franklin R. Owens South eighty-nine (89) degrees thirty-one (31') minutes thirty-two (32") seconds West 286.96 feet to a 3/4 inch rebar set and place of beginning. Containing 10.158 acres net.

Both parts containing a total of 18.716 acres net as shown on map prepared by Curry and Associates with a revised date of January 22, 1991. Bearings above are based on True North.

BEING part of the same premises which Harry Fred Bigler, III and June T. Bigler, husband and wife, by their deed dated June 27, 1988, and recorded in Clearfield County on July 15, 1988, in Deed Book Volume 1233 at Page 370 conveyed to Leonard O. Swisher and Jeannine M. Swisher, husband and wife, Grantors herein.

**EXHIBIT "B"**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**Mr. James P. Hile and Ms. Shirley J. Hile**  
**RR1, Box 315**  
**Clearfield, PA 16830**

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

**Mr. James P. Hile and Ms. Shirley J. Hile**  
**RR1, Box 315**  
**Clearfield, PA 16830**

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

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

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

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

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

**Department of Labor and Industry**  
**Office of Chief Counsel**  
**10<sup>th</sup> Floor**  
**L&I Building**  
**Harrisburg, PA 17120**

**Commonwealth of Pennsylvania**  
**Office of Chief Counsel**  
**Christopher Zettlemoyer**  
**Dept. #281061**  
**Harrisburg, PA 17128-1061**

**PA Department of public Welfare**  
**Office of Chief Counsel**  
**John A. Kane**  
**3<sup>rd</sup> Floor West**  
**Heath and Welfare Building**  
**Harrisburg, PA 17120**

**National Grange Insurance**  
**100 West Street**  
**Kane, NH 03431**

**Doyle Equipment, Co.**  
**125 First Avenue**  
**Pittsburgh, PA 15222**

**E. M. Brown, Inc.**  
**329 Mt. Joy Road**  
**P.O. Box 767**  
**Clearfield, PA 16830**

**Best Line Leasing, Inc.**  
**140 Hawbaker industrial Drive**  
**State College, PA 16803**

**U.S. Government**  
**IRS**  
**Office of Chief Counsel**  
**1111 Constitution Avenue NW**  
**Washington, DC 20224**

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

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

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

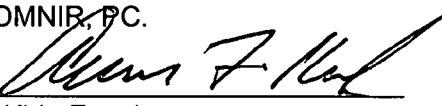
**None**

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

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.

Date:

2-20-07

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

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY, Plaintiff

No. 06-1910-CD

V.

JAMES P. HILE AND SHIRLEY J. HILE,  
husband and wife,

Defendants

Filed on Behalf of: Plaintiff

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

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

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield  
County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's  
Office in the \_\_\_\_\_ on \_\_\_\_\_  
\_\_\_\_\_, 2007 at \_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

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

**NOTICE**

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

CHESTER A. HAWKINS, SHERIFF

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 06-1910-CD

vs.

JAMES P. HILE AND SHIRLEY J. HILE,  
husband and wife,

Defendants

Counsel of Record for this Party:

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

WRIT OF EXECUTION  
NOTICE

TO: Mr. James P. Hile  
Ms. Shirley J. Hile  
RR1, Box 315  
Clearfield, PA 16830

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

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

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

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

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

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 06-1910-CD

Plaintiff

JAMES P. HILE AND SHIRLEY J. HILE,  
husband and wife,

Defendants

Claim for Exemption

To the Sheriff of Clearfield County:

I, the above named Defendants, **JAMES P. HILE AND SHIRLEY J. HILE**, claim exemption of property from levy or attachment:

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

(a) I desire that my \$300 statutory exemption be  
(i) Set aside in kind (specify property to be set aside in kind): \_\_\_\_\_;  
(ii) Paid in cash following the sale of the property levied upon; or

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

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

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

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

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

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at \_\_\_\_\_  
\_\_\_\_\_  
(address)

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

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

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

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

**(814)765.2641**

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

Clearfield Bank and Trust Company

Vs.

NO.: 2006-01910-CD

James P. Hile and Shirley J. Hile,  
husband and wife

**COPY**

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from JAMES P. HILE and SHIRLEY J. HILE, husband and wife, Defendant(s):

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

See Attached Description

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

Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: \$5,321.76  
INTEREST-continuing interest on the principal  
balance from January 5, 2006:  
ATTY'S COMM: \$  
DATE: 03/09/2007

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

OTHER COSTS: \$



\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

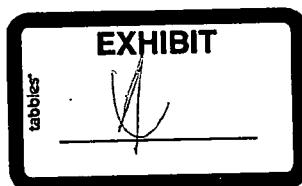
\_\_\_\_\_  
Sheriff

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

ALL those two certain pieces or parcels of land situated in  
Lawrence Township, Clearfield County, Pennsylvania, bounded  
and described as follows:

**THE FIRST THEREOF:** BEGINNING at a 3/4 inch rebar set on the eastern line of Irene Ann Somerville on the southern line of Interstate 80 and being the northwest corner of the herein conveyed Parcel No. 1 and running: thence along the southern line of Interstate 80 South sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds East 771.62 feet to a point in the centerline of Township Road T-519, said point being North sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds West 20.00 feet from a 3/4 inch rebar set; thence along the centerline of Township Road the following courses and distances: (a). by an arc of a circle 1146.28 feet in radius curving to the right an arc distance of 584.16 feet, the chord being South thirty-nine (39) degrees eight (08') minutes thirty-one (31") seconds West 577.86 feet to a point; (b). South fifty-three (53) degrees forty-four (44') minutes twenty-nine (29") seconds West 65.84 feet; (c). South fifty-three (53) degrees forty-eight (48') minutes forty-nine (49") seconds West 160.95 feet; (d). South thirty-nine (39) degrees fifty-one (51') minutes forty-eight (48") seconds West 154.40 feet to a point in the centerline of Township Road T-601; thence along the centerline of Township Road T-601 North forty (40) degrees thirty (30') minutes zero (00") seconds West 51.16 feet to a point on the eastern line of Irene Ann Somerville; thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 977.00 feet to a 3/4 inch rebar set and place of beginning, said line passing through a 3/4 inch rebar set 26.18 feet from said centerline. Containing 8.558 acres net.

**THE SECOND THEREOF:** BEGINNING at a 3/4 inch rebar set on the southeast corner of Irene Ann Somerville, at the northern line of Franklin R. Owens and being the southwest corner of the parcel herein described and running: thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 1543.85 feet to a point in the centerline of Township Road T-601, said line passing through a 3/4 inch rebar set 26.18 feet back from said centerline; thence



along the centerline of Township Road T-601 the following courses and distances: (a). South forty (40) degrees thirty (30') minutes zero (00") seconds East 699.21 feet to a spike set; (b). South thirty-five (35) degrees nineteen (19') minutes fifty-two (52") seconds East 173.09 feet to a point at the northeast corner of Parcel No. 2; thence along Parcel No. 2 the following courses and distances: (a). South seventy-nine (79) degrees eighteen (18') minutes nine (09") seconds West 294.10 feet to a 3/4 inch rebar set, said line passing through a 3/4 inch rebar set 25.73 feet from the centerline of T-601; (b). South one (1) degree twenty-six (26') minutes five (05") seconds East 765.48 feet to a 3/4 inch rebar set on the northern line of Franklin R. Owens; thence along the northern line of Franklin R. Owens South eighty-nine (89) degrees thirty-one (31') minutes thirty-two (32") seconds West 286.96 feet to a 3/4 inch rebar set and place of beginning. Containing 10.158 acres net.

Both parts containing a total of 18.716 acres net as shown on map prepared by Curry and Associates with a revised date of January 22, 1991. Bearings above are based on True North.

BEING part of the same premises which Harry Fred Bigler, III and June T. Bigler, husband and wife, by their deed dated June 27, 1988, and recorded in Clearfield County on July 15, 1988, in Deed Book Volume 1233 at Page 370 conveyed to Leonard O. Swisher and Jeannine M. Swisher, husband and wife, Grantors herein.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20557  
NO: 06-1910-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

VS.

DEFENDANT: JAMES P. HILE AND SHIRLEY J. HILE, HUSBAND AND WIFE

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 3/9/2007

LEVY TAKEN 4/5/2007 @ 10:16 AM

POSTED 4/4/2007 @ 10:23 AM

SALE HELD

SOLD TO

WRIT RETURNED 11/30/2007

DATE DEED FILED **NOT SOLD**

**DETAILS**

4/4/2007 @ 10:23 AM SERVED JAMES P. HILE

SERVED JAMES P. HILE, DEFENDANT, AT HIS RESIDNECE 1455 FLEGAL ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PEGGY HANEY, GIRLFRIEND/ADULT AT RESIDENCE

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

5/25/2007 @ 2:30 PM SERVED SHIRLEY J. HILE

SERVED SHIRLEY J. HILE, DEFENDANT, AT HER RESIDENCE 1628 SUSQUEHANNA STREET, HYDE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SHIRELY HILE

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

@ SERVED

NOW, MAY 22, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY CONTINUING THE SHERIFF SALE SCHEDULED FOR JUNE 1, 2007 TO JULY 6, 2007.

@ SERVED

NOW, JULY 5, 2007 RECEIVED A FAX LETTER FROM THE PLAINTIFF CANCELING THE SHERIF SALE SCHEDULED FOR JULY 6, 2007. THE SUM OF \$4,633.35 WAS REALIZED TO CURE THE DEFAULT.

FILED  
03:40 AM  
NOV 30 2007  
WAS  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20557  
NO: 06-1910-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: JAMES P. HILE AND SHIRLEY J. HILE, HUSBAND AND WIFE

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$294.82

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester A. Hawkins*  
by *Amber Bitter-Augenthaler*  
Chester A. Hawkins  
Sheriff

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

Clearfield Bank and Trust Company

Vs.

NO.: 2006-01910-CD

James P. Hile and Shirley J. Hile,  
husband and wife

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due CLEARFIELD BANK AND TRUST COMPANY, Plaintiff(s) from JAMES P. HILE and SHIRLEY J. HILE, husband and wife, Defendant(s):

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

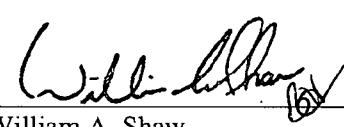
Garnishee(s) as follows:

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

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

AMOUNT DUE/PRINCIPAL: \$5,321.76  
INTEREST-continuing interest on the principal balance from January 5, 2006:  
ATTY'S COMM: \$  
DATE: 03/09/2007

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

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 9<sup>th</sup> day  
of March A.D. 2007  
At 3:00 A.M. (P.M.)

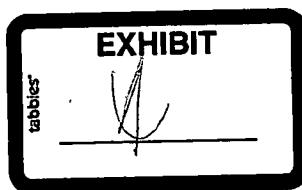
Constance A. Hauseis  
Sheriff by Constance Butter - Clerical

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

ALL those two certain pieces or parcels of land situated in  
Lawrence Township, Clearfield County, Pennsylvania, bounded  
and described as follows:

THE FIRST THEREOF: BEGINNING at a 3/4 inch rebar set on the eastern line of Irene Ann Somerville on the southern line of Interstate 80 and being the northwest corner of the herein conveyed Parcel No. 1 and running: thence along the southern line of Interstate 80 South sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds East 771.62 feet to a point in the centerline of Township Road T-519, said point being North sixty-five (65) degrees fifty-four (54') minutes thirty-seven (37") seconds West 20.00 feet from a 3/4 inch rebar set; thence along the centerline of Township Road the following courses and distances: (a). by an arc of a circle 1146.28 feet in radius curving to the right an arc distance of 584.16 feet, the chord being South thirty-nine (39) degrees eight (08') minutes thirty-one (31") seconds West 577.86 feet to a point; (b). South fifty-three (53) degrees forty-four (44') minutes twenty-nine (29") seconds West 65.84 feet; (c). South fifty-three (53) degrees forty-eight (48') minutes forty-nine (49") seconds West 160.95 feet; (d). South thirty-nine (39) degrees fifty-one (51') minutes forty-eight (48") seconds West 154.40 feet to a point in the centerline of Township Road T-601; thence along the centerline of Township Road T-601 North forty (40) degrees thirty (30') minutes zero (00") seconds West 51.16 feet to a point on the eastern line of Irene Ann Somerville; thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 977.00 feet to a 3/4 inch rebar set and place of beginning, said line passing through a 3/4 inch rebar set 26.18 feet from said centerline. Containing 8.558 acres net.

THE SECOND THEREOF: BEGINNING at a 3/4 inch rebar set on the southeast corner of Irene Ann Somerville, at the northern line of Franklin R. Owens and being the southwest corner of the parcel herein described and running: thence along Irene Ann Somerville North one (1) degree twenty-six (26') minutes five (05") seconds West 1543.85 feet to a point in the centerline of Township Road T-601, said line passing through a 3/4 inch rebar set 26.18 feet back from said centerline; thence



along the centerline of Township Road T-601 the following courses and distances: (a). South forty (40) degrees thirty (30') minutes zero (00") seconds East 699.21 feet to a spike set; (b). South thirty-five (35) degrees nineteen (19') minutes fifty-two (52") seconds East 173.09 feet to a point at the northeast corner of Parcel No. 2; thence along Parcel No. 2 the following courses and distances: (a). South seventy-nine (79) degrees eighteen (18') minutes nine (09") seconds West 294.10 feet to a 3/4 inch rebar set, said line passing through a 3/4 inch rebar set 25.73 feet from the centerline of T-601; (b). South one (1) degree twenty-six (26') minutes five (05") seconds East 765.48 feet to a 3/4 inch rebar set on the northern line of Franklin R. Owens; thence along the northern line of Franklin R. Owens South eighty-nine (89) degrees thirty-one (31') minutes thirty-two (32") seconds West 286.96 feet to a 3/4 inch rebar set and place of beginning. Containing 10.158 acres net.

Both parts containing a total of 18.716 acres net as shown on map prepared by Curry and Associates with a revised date of January 22, 1991. Bearings above are based on True North.

BEING part of the same premises which Harry Fred Bigler, III and June T. Bigler, husband and wife, by their deed dated June 27, 1988, and recorded in Clearfield County on July 15, 1988, in Deed Book Volume 1233 at Page 370 conveyed to Leonard O. Swisher and Jeannine M. Swisher, husband and wife, Grantors herein.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES P. HILE NO. 06-1910-CD

NOW, November 30, 2007, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of James P. Hile And Shirley J. Hile, Husband And Wife to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of \$4,633.35 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	92.67
POSTAGE	6.15
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	4,633.35
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$294.82</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	5,321.76
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$5,361.76</b>
<b>COSTS:</b>	
ADVERTISING	700.18
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	294.82
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,404.00</b>

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE **WITHIN TEN (10) DAYS FROM THIS DATE.**

CHESTER A. HAWKINS, Sheriff

BCZ

BABST | CALLAND | CLEMENTS | ZOMNIR  
A PROFESSIONAL CORPORATION

ERICA L. STEELE  
Attorney at Law  
T 812.867.8033  
[erica@ericalsteele.com](mailto:erica@ericalsteele.com)

May 22, 2007

VIA FAX #765.5915

**Clearfield County Courthouse  
Office of Sheriff  
230 E. Market Street  
Clearfield, PA 16830**

**Re: Clearfield Bank & Trust Company vs. James P. Hile and  
Shirley J. Hile  
No. 06-1910-CD**

Dear Sheriff:

Would you please postpone the Sheriff Sale for 30 days scheduled for June 1, 2007, in the above matter due to the failure to serve Shirley Hile, Defendant with proper Notice of Sale.

If you have any questions, please contact me.

Sincerely,

BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, PC 71

Alan F. Kirk, Esquire

AFK/mms  
xc: Lori Kurtz, Clearfield Bank & Trust Company



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

July 5, 2007

VIA Facsimile  
Clearfield County Sheriff  
Market St.  
Clearfield, PA 16830

RE: CB&T v James P. Hile

To Whom it May Concern:

Please cancel the sheriff sale scheduled for July 6, 2007 on the above referenced subject.  
Mr. Hile paid \$4,633.35 today.

Thank you for your prompt attention to this matter. Any questions should be directed to  
Lori Kurtz at 765-7551.

Sincerely,

A handwritten signature in black ink, appearing to read "Lori A. Kurtz".

Lori A. Kurtz  
Collection Manager

XC: Alan F. Kirk, Esquire