

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

NO. 07 - 523 C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING: COMPLAINT
IN FORECLOSURE

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

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

FILED *Piff pd.*
0/11:12/07 85.00
APR 03 2007
1cc Amy
William A. Shaw
Prothonotary/Clerk of Courts *2cc Sheriff*

June 1, 2007 Document
Reinstated/Referred to Sheriff/Attorney
for service.

William A. Shaw GK
Deputy Prothonotary

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

TIMBERLAND FEDERAL	:	NO. 07 -	C.D.
CREDIT UNION,	:		
	:	TYPE OF CASE: MORTGAGE	
PLAINTIFF	:	FORECLOSURE	
	:		
VS.	:		
	:		
DAVID M. SHILALA and	:		
BLUE SKY, a Pennsylvania	:		
General Partnership,	:		
	:		
DEFENDANTS	:		

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 06 - C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
	:	
VS.	:	
	:	
DAVID M. SHILALA and BLUE SKY, a Pennsylvania General Partnership,	:	
	:	
DEFENDANTS	:	

COMPLAINT

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

1. Plaintiff **TIMBERLAND FEDERAL CREDIT UNION** has a place of business at 821 Beaver Drive, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **DAVID M. SHILALA** is an adult individual with a last known address at Jefferson County Jail, 578 Service Center Road, Brookville, Jefferson County, Pennsylvania 15825.
3. Defendant David M. Shilala was the mortgagor on a mortgage loan secured by the premises hereinafter described.

4. Defendant Blue Sky is the real owner of the premises hereinafter described, which premises is the collateral for the premises subject of this mortgage foreclosure action.

5. On June 15, 1999, Defendant David M. Shilala executed and delivered to Plaintiff a Open-End Mortgage upon the premises hereinafter described, which Open-End Mortgage was recorded on June 28, 1999 in the Recorder of Deeds Office for Clearfield County as Instrument #199910667. A true and correct copy of the Open-End Mortgage is attached hereto as Exhibit "A", and is incorporated herein by reference.

6. Blue Sky purchased the premises securing the Open-End Mortgage attached hereto as Exhibit "A" from Clearfield County Tax Claim Bureau at 2006 Upset Tax Sale, held September 15, 2006. By deed dated November 6, 2006, and recorded in Clearfield County Recorder of Deeds as Document #200619824, Defendant Blue Sky became vested with title to the premises subject to the mortgage attached hereto as Exhibit "A".

7. The said Open-End Mortgage was in the principal amount of Twenty Six Thousand Dollars (\$26,000.00), with interest thereon at eight (8%) percent per annum, payable as to the principal and interest in equal monthly installments of Two Hundred Sixty Nine Dollars (\$269.00) each, commencing July 15, 1999. Said Open-End Mortgage is incorporated herein by reference.

8. The premises subject to the Open-End Mortgage is the property located at 665 DuBois-Rockton Road, Rockton, Clearfield County, Pennsylvania, and is described on Exhibit "B" attached hereto and made a part hereof.

9. The Mortgage is in default because payments of principal and interest due October 31, 2005, and monthly thereafter, are due and have not been paid in full,

whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

10. The following amounts are due on the Mortgage and Promissory Note:

Balance of Principal:	\$23,542.32
Accrued but unpaid interest through 1/01/07 at 8.5% per annum (\$5.42 per diem):	\$ 3,606.35
Late charges on overdue amount as of _____:	\$ -0-_____
TOTAL:	\$27,248.67

PLUS, the following amounts accruing after January 1, 2007:

Interest at the rate of 8.5 percent per annum (\$5.42 per diem);

Late Charges from January 1, 2007, forward; any escrow deficits; reasonable attorneys fees and costs.

11. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 was mailed to the Defendants on or about November 21, 2006, and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 was mailed to the Defendants on or about November 27, 2005 by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference, except that the Notices sent to David M. Shilala at the property's address were returned "unclaimed".

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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 9, namely, the principal balance amount of \$27,248.67, plus the following amounts accruing after January 1, 2007, to the date of judgment:

- a) Interest of \$ 5.42 per day;
- b) Late charges;
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorney's fees and costs of suit.

Respectfully submitted,

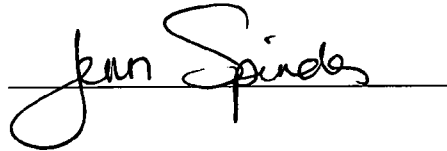
BY: 

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

VERIFICATION

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

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

A handwritten signature in cursive script, reading "Jenn Spinda", is written over a horizontal line.

WHEN RECORDED, MAIL TO

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199910667
RECORDED ON
Jun 28, 1999
10:48:55 AM
RECORDING FEES - \$15.00
COUNTY IMPROVEMENT \$1.00
REORDER
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$17.50

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES

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

THIS MORTGAGE ("Security Instrument") is made on 6/15/99
The Mortgagor is David M. Shilala
The Mortgagee is Timberland Federal Credit Union ("Borrower").
a corporation organized and existing under the laws of the United States Federal Credit Union Act
whose address is 821 Beaver Drive
DuBois, PA 15801 ("Lender").

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

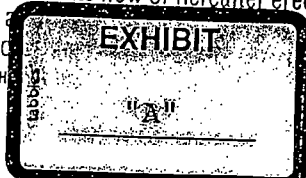
- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed twenty-six thousand dollars (\$26,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment Date, 20 years from the date of this Security Instrument, the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.
 - (2) The payment of all other sums advanced in accordance herewith to protect the security of this Security Instrument, with finance charges thereon at a rate which may vary as described in the Credit Agreement.
 - (3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement.
- BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, Commonwealth of Pennsylvania:
Union Township

This applies to deed filed on 9/14/1993, in book 1192, page 589.

which has the address of RD 1 (Street)
Rockton (City), Pennsylvania 15856 (Zip Code) (herein "Property Address");

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

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Complete if applicable:

This Property is part of a condominium project known as _____

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
This Property is in a Planned Unit Development known as _____

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

Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

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

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

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

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

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

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Diana Hildinger

x David M. Shilala 5/15/99 (Seal)
Borrower
(Seal)
Borrower

I hereby certify that the precise address of the Lender (Mortgagee) is: 821 Beaver Drive

DuBois, PA 15801

On behalf of the Lender, By: Diana Hildinger Title: Town Officer
COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:

On this, the 25th day of June, 1999, before me,
Dianne L. Jenkins the undersigned officer, personally appeared
David M. Shilala

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

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

My Commission expires:

Notarial Seal
Dianne L. Jenkins, Notary Public
DuBois, Clearfield County

My Commission Expires May 10, 2003

Member, Pennsylvania Association of Notaries

(Space Below This Line Reserved For Lender and Recorder)

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Pennsylvania Legislative Route No. 17096 leading from DuBois to Rockton, said point being North 69° 30' East a distance of 109 feet from the Northeast corner of lands conveyed by Alta M. Divins and Howard A. Divins to Samuel Marrara and Frances E. Marrara by deed dated October 11, 1952 and recorded at Clearfield, Pennsylvania, in Deed Book No. 427, page 16, said point also being at the Northeast corner of lands conveyed by Howard A. Divins and Alta M. Divins to Paul R. Kunselman and Edna A. Kunselman by deed dated April 5, 1963 and recorded at Clearfield, Pennsylvania, in Deed Book No. 501, page 129; thence along the center line of said Legislative Route No. 17096, North 69° 30' East a distance of 75 feet, more or less, to a point at the Northwest corner of the residue of lands conveyed by Howard A. Divins and Alta M. Divins to John Warren Crowe and Dorothy Marie Crowe by deed dated February 12, 1942 and recorded at Clearfield, Pennsylvania, in Deed Book No. 341, page 362; thence along the Westerly line of said residue of lands of Crowe, South 27° 47' East a distance of 318.1 feet to a spike; thence along the Northerly line of lands of said John Warren Crowe and Dorothy Marie Crowe and lands of F. M. Ball, South 65° 30' West a distance of 201.5 feet to an iron pipe at the Southeast corner of said lands conveyed to Marrara; thence along said lands conveyed to Marrara, North 47° 10' West a distance of 80 feet, more or less, to a spike at the Southeast corner of said lands conveyed to Kunselman; thence along the Easterly line of said lands conveyed to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of

to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of beginning.

BEING the same premises which were conveyed to David M. Shilala and Michelle A. Shilala by deed of John A. Shelestak, et al., dated September 25, 1993, and intended to be recorded contemporaneously with this deed.





TIMBERLAND FEDERAL CREDIT UNION

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

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

Clearfield Office
710 River Road
Clearfield, PA 16830
Phone: (814) 765-1260
Fax: (814) 765-2900

PENNSYLVANIA ADMINISTRATION CODE
TITLE 12. COMMERCE, TRADE AND LOCAL GOVERNMENT
PART I. GENERAL ADMINISTRATION
SUBPART D. HOUSING FINANCE AGENCY
CHAPTER 31. HOUSING FINANCE AGENCY
SUBCHAPTER B. POLICY STATEMENT ON HOMEOWNERS EMERGENCY MORTGAGE
ASSISTANCE PROGRAM

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE [FN_a]

Date: November 21, 2006

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 you 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 this 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.



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



HOMEOWNER'S NAME (S): David Shilala
PROPERTY ADDRESS: 665 DuBois Rockton Road DuBois, PA 15801
LOAN ACCT. NO.: 9726-6
ORIGINAL LENDER: Timberland Federal Credit Union
CURRENT LENDER/SERVICER: Timberland Federal Credit Union

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANACIAL 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 AS 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 your 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 later 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 (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 below. 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 A 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: 665 DuBois Rockton Road. DuBois, PA 15801, 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: September 30, 2005 to present. Other charges (explain/itemize): _____

TOTAL AMOUNT PAST DUE: \$3,497.00.

HOW TO CURE THE DEFAULT--You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,497.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable to Timberland Federal Credit Union.

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within **THIRTY (30) DAYS** of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within **THIRTY (30) DAYS**, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the **THIRTY (30) DAY** period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the **THIRTY (30) DAY** period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and cost connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Timberland Federal Credit Union.

Address: 821 Beaver Drive DuBois, PA 15801

Phone Number: (814) 371-2676 or 1-800-477-3889

Fax Number: (814) 371-0701

Contact Person: Jenn Spinda

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

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

requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SALE POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER,
- TO SEEK PROTECTION UNDER FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CCCS Of Northern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

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

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

Keystone Economic
Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556



TIMBERLAND FEDERAL CREDIT UNION

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

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

Clearfield Office
710 River Road
Clearfield, PA 16830
Phone: (814) 765-1260
Fax: (814) 765-2900

PENNSYLVANIA ADMINISTRATION CODE
TITLE 12. COMMERCE, TRADE AND LOCAL GOVERNMENT
PART I. GENERAL ADMINISTRATION
SUBPART D. HOUSING FINANCE AGENCY
CHAPTER 31. HOUSING FINANCE AGENCY
SUBCHAPTER B. POLICY STATEMENT ON HOMEOWNERS EMERGENCY MORTGAGE
ASSISTANCE PROGRAM

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE [FN_a]

Date: November 21, 2006

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 you 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 this 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.



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

HOMEOWNER'S NAME (S): Blue Sky C/o Ms. Kim Mowrey
PROPERTY ADDRESS: 665 DuBois Rockton Road DuBois, PA 15801
LOAN ACCT. NO.: 9726-6
ORIGINAL LENDER: Timberland Federal Credit Union
CURRENT LENDER/SERVICER: Timberland Federal Credit Union

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 AS 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 your 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 later 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 (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 below. 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 A 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: 665 DuBois Rockton Road. DuBois, PA 15801, 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: September 30, 2005 to present. Other charges (explain/itemize): _____.

TOTAL AMOUNT PAST DUE: \$25,863.17.

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$25,863.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable to Timberland Federal Credit Union.

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and cost connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Timberland Federal Credit Union.

Address: 821 Beaver Drive DuBois, PA 15801

Phone Number: (814) 371-2676 or 1-800-477-3889

Fax Number: (814) 371-0701

Contact Person: Jenn Spinda

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

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

of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SALE POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER,
- TO SEEK PROTECTION UNDER FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CCCS Of Northern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

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

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

Keystone Economic
Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

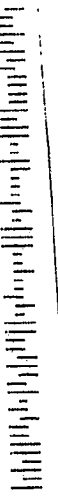
7005 0390 0003 3506 5273

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$4.04	
Sent To <u>D. Shilak</u> Street, Apt. No. or PO Box No. City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	

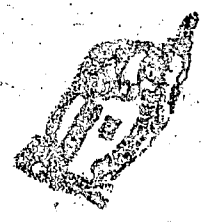
7005 0390 0003 3506 5280

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$4.04	
Sent To <u>D. Shilak</u> Street, Apt. No. or PO Box No. City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	





Timberland Federal Credit Union
821 Beaver Drive
Dubois, PA 15801



Rockton
Rockton

for
Rockton



7005 0390 0003 3506 5280

CERTIFIED MAIL

UNCLAIMED

David Shilala
665 Dubois Rockton Road
Dubois, PA 15801

~~Rockton PA 15801~~



~~15856~~

NAME

1st Notice

2nd Notice

Return

11-28-06

11-3-06

12-13-06

DEL 19 2006

Timberland Federal Credit Union
821 Beaver Drive
DuBois, PA 15801



- ☒ MOVED, LEFT NO ADDRESS
- ☐ FOR. RONG ORDER EXPIRED
- ☐ ATTEMPTED - NOT KNOWN
- ☐ UNCLAIMED ☐ REFUSED
- ☐ NO SUCH STREET
- ☐ NO SUCH NUMBER

DATE NO. DATE
CITY/STATE/ZIP

CERTIFIED MAIL



7005 0390 0003 3506

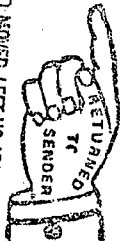
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longer
Hein

David Shilala
115 21st Street
Clearfield, PA 16830

Timberland Federal Credit Union
821 Beaver Drive
Dubois, PA 15801

7

Return to Sender
Address Unknown



- ☐ MOVED, LEFT NO ADDRESS
- ☐ FORM, ADDRESS ORDER EXPIRED
- ☒ ATTEMPTED - NOT KNOWN
- ☐ UNCLAIMED ☐ REFUSED
- ☐ NO SUCH STREET
- ☐ NO SUCH NUMBER

DATE _____
TIME _____

David Shilala
~~15 21st Street~~
~~Chesapeake, PA 14830~~

NOV 27 2005

7005 0390 0003 3506 5266

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 4.64	
Sent To <u>R. Mowrey</u> Street, Apt. No., or PO Box No. City, State, ZIP+4	
PS Form 3800, June 2002	

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:

Blue Sky
 c/o Kim Mowrey
 362 N. Park Street
 Sykesville, PA 15865

2. Article Number

(Transfer from service label)

7005 0390 0003 3506 5266

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Jay G. Bunk

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

Jay G. Bunk

C. Date of Delivery

11-22-06

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

Domestic Return Receipt

102595-02-M-1540

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

: NO. 07 – 523 – C.D.

:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE

:
: TYPE OF PLEADING: PRAECIPE
: TO REINSTATE COMPLAINT

:
: FILED ON BEHALF OF: PLAINTIFF

:
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE

:
: SUPREME COURT NO.: 63494

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

FILED 1 Compl.
M 15:14/61 Reinstated
JUN 01 2007 to shff

William A. Shaw
Prothonotary/Clerk of Courts piff pd.
7.00

CR

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

: NO. 07 – 523 – C.D.

:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
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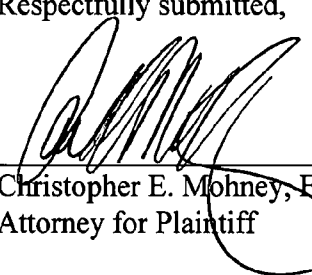
PRAECIPE TO REINSTATE COMPLAINT

TO: WILLIAM A. SHAW, PROTHONOTARY

Pursuant to Pa. R.C.P. No. 401(b)(1), please reinstate the Complaint in the above-captioned matter.

Respectfully submitted,

BY:



Christopher E. Mohny, Esquire
Attorney for Plaintiff

Supreme Court No. 63494
25 East Park Avenue, Suite 6
DuBois, PA 15801
(814) 375-1044

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102647
NO: 07-523-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION

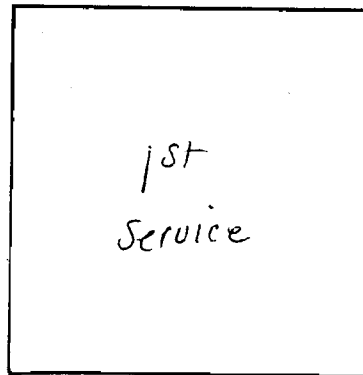
vs.

DEFENDANT: DAVID M. SHILALA and BLUE SKY a Pennsylvania General Partnership

SHERIFF RETURN

NOW, April 16, 2007, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID M. SHILALA.

NOW, May 01, 2007 ATTEMPTED TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID M. SHILALA, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN MARKED "NOT FOUND".



FILED

01/03/2007
AUG 22 2007
LM

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102647
NO: 07-523-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION

vs.

DEFENDANT: DAVID M. SHILALA and BLUE SKY a Pennsylvania General Partnership

SHERIFF RETURN

NOW, April 16, 2007, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BLUE SKY, A Pennsylvania General Partnership.

NOW, April 27, 2007 AT 11:25 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BLUE SKY, A Pennsylvania General Partnership, DEFENDANT. THE RETURN OF JEFFERSON COUNTY IS HERETO **ATTACHED** AND MADE PART OF THIS RETURN.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102647
NO: 07-523-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION

vs.

DEFENDANT: DAVID M. SHILALA and BLUE SKY a Pennsylvania General Partnership

SHERIFF RETURN

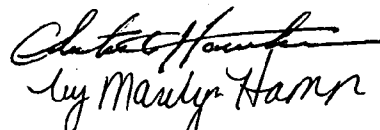
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	TIMBERLAND	91788	20.00
SHERIFF HAWKINS	TIMBERLAND	91788	21.00
JEFFERSON CO.	TIMBERLAND	91789	47.34

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

No. 07-523 C.D.

Personally appeared before me, Harry Dunkle, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on April 27, 2007 at 11:25 o'clock A.M. served the Notice and Complaint in Mortgage Foreclosure upon BLUE SKY, Defendant, at the address of 362 North Park Street, Borough of Sykesville, County of Jefferson, State of Pennsylvania, by handing to Kim Mowrey, Owner and adult person in charge at time of service, a true copy of the Notice and Complaint and by making known to her the contents thereof.

Now, May 1, 2007 I return the Notice and Complaint in Mortgage Foreclosure for DAVID M. SHILALA, Defendant, to the Clearfield County Sheriff's Office marked "not found; at the time that this Return was issued the defendant is incarcerated in SCI Albion".

Advance Costs Received:	\$125.00	
My Costs:	45.34	Paid
Prothy:	2.00	
Total Costs:	47.34	
REFUNDED:	\$ 77.66	

So Answers,

Sworn and subscribed
to before me this 2nd
day of May 2007
By Harry Dunkle

My Commission Expires the
1st Monday, January 2010

Harry Dunkle Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

NO. 07 -523- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING: COMPLAINT
IN FORECLOSURE

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

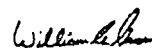
SUPREME COURT NO.: 63494

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

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

APR 03 2007

Attest.


Prothonotary/
Clerk of Courts

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

TIMBERLAND FEDERAL	:	NO. 07 -	C.D.
CREDIT UNION,	:		
	:	TYPE OF CASE: MORTGAGE	
PLAINTIFF	:	FORECLOSURE	
	:		
VS.	:		
	:		
DAVID M. SHILALA and	:		
BLUE SKY, a Pennsylvania	:		
General Partnership,	:		
	:		
DEFENDANTS	:		

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

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

No. 07-523 C.D.

Personally appeared before me, Harry Dunkle, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on April 27, 2007 at 11:25 o'clock A.M. served the Notice and Complaint in Mortgage Foreclosure upon BLUE SKY, Defendant, at the address of 362 North Park Street, Borough of Sykesville, County of Jefferson, State of Pennsylvania, by handing to Kim Mowrey, Owner and adult person in charge at time of service, a true copy of the Notice and Complaint and by making known to her the contents thereof.

Now, May 1, 2007 I return the Notice and Complaint in Mortgage Foreclosure for DAVID M. SHILALA, Defendant, to the Clearfield County Sheriff's Office marked "not found; at the time that this Return was issued the defendant is incarcerated in SCI Albion".

Advance Costs Received:	\$125.00	
My Costs:	45.34	Paid
Prothy:	2.00	
Total Costs:	47.34	
REFUNDED:	\$ 77.66	

So Answers,

Sworn and subscribed *2nd*
to before me this *May 2007*
day of *May*
By *Harry Dunkle*

My Commission Expires the
1st Monday, January 2010

Harry Dunkle Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

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

TIMBERLAND FEDERAL	:	NO. 07 -	C.D.
CREDIT UNION,	:		
	:	TYPE OF CASE: MORTGAGE	
PLAINTIFF	:	FORECLOSURE	
	:		
VS.	:		
	:		
DAVID M. SHILALA and	:		
BLUE SKY, a Pennsylvania	:		
General Partnership,	:		
	:		
DEFENDANTS	:		

NOTICE

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

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

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

NO. 07 -523- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

TYPE OF PLEADING: COMPLAINT
IN FORECLOSURE

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

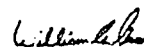
SUPREME COURT NO.: 63494

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

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

APR 03 2007

Attest.


Prothonotary/
Clerk of Courts

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 06 - C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE FORECLOSURE
	:	
VS.	:	
	:	
DAVID M. SHILALA and BLUE SKY, a Pennsylvania General Partnership,	:	
	:	
DEFENDANTS	:	

COMPLAINT

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

1. Plaintiff **TIMBERLAND FEDERAL CREDIT UNION** has a place of business at 821 Beaver Drive, DuBois, Clearfield County, Pennsylvania 15801.
2. Defendant **DAVID M. SHILALA** is an adult individual with a last known address at Jefferson County Jail, 578 Service Center Road, Brookville, Jefferson County, Pennsylvania 15825.
3. Defendant David M. Shilala was the mortgagor on a mortgage loan secured by the premises hereinafter described.

4. Defendant Blue Sky is the real owner of the premises hereinafter described, which premises is the collateral for the premises subject of this mortgage foreclosure action.

5. On June 15, 1999, Defendant David M. Shilala executed and delivered to Plaintiff a Open-End Mortgage upon the premises hereinafter described, which Open-End Mortgage was recorded on June 28, 1999 in the Recorder of Deeds Office for Clearfield County as Instrument #199910667. A true and correct copy of the Open-End Mortgage is attached hereto as Exhibit "A", and is incorporated herein by reference.

6. Blue Sky purchased the premises securing the Open-End Mortgage attached hereto as Exhibit "A" from Clearfield County Tax Claim Bureau at 2006 Upset Tax Sale, held September 15, 2006. By deed dated November 6, 2006, and recorded in Clearfield County Recorder of Deeds as Document #200619824, Defendant Blue Sky became vested with title to the premises subject to the mortgage attached hereto as Exhibit "A".

7. The said Open-End Mortgage was in the principal amount of Twenty Six Thousand Dollars (\$26,000.00), with interest thereon at eight (8%) percent per annum, payable as to the principal and interest in equal monthly installments of Two Hundred Sixty Nine Dollars (\$269.00) each, commencing July 15, 1999. Said Open-End Mortgage is incorporated herein by reference.

8. The premises subject to the Open-End Mortgage is the property located at 665 DuBois-Rockton Road, Rockton, Clearfield County, Pennsylvania, and is described on Exhibit "B" attached hereto and made a part hereof.

9. The Mortgage is in default because payments of principal and interest due October 31, 2005, and monthly thereafter, are due and have not been paid in full,

whereby the whole balance of principal and all interest thereon have become due and payable forthwith, together with late charges, escrow deficit (if any), and costs of collection.

10. The following amounts are due on the Mortgage and Promissory Note:

Balance of Principal:	\$23,542.32
Accrued but unpaid interest through 1/01/07 at 8.5% per annum (\$5.42 per diem):	\$ 3,606.35
Late charges on overdue amount as of _____:	\$ -0-
TOTAL:	\$27,248.67

PLUS, the following amounts accruing after January 1, 2007:

Interest at the rate of 8.5 percent per annum (\$5.42 per diem);

Late Charges from January 1, 2007, forward; any escrow deficits; reasonable attorneys fees and costs.

11. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 was mailed to the Defendants on or about November 21, 2006, and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 was mailed to the Defendants on or about November 27, 2005 by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference, except that the Notices sent to David M. Shilala at the property's address were returned "unclaimed".

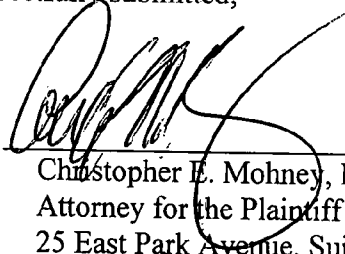
12. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face to face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with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

WHEREFORE, Plaintiff demands judgment against the defendants for foreclosure and sale of the mortgaged premises in the amounts due as set forth in paragraph 9, namely, the principal balance amount of \$27,248.67, plus the following amounts accruing after January 1, 2007, to the date of judgment:

- a) Interest of \$ 5.42 per day; _____
- b) Late charges; _____
- c) Any escrows, plus interest at the legal rate allowed on judgments after the date of judgment; reasonable attorney's fees and costs of suit.

Respectfully submitted,

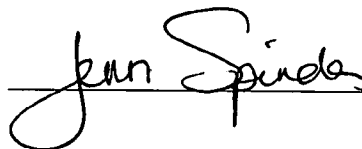
BY: _____


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

VERIFICATION

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

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



KAREN L. STACCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
PENN1910610

INSTRUMENT NUMBER
199910667

RECORDED ON
Jun 28, 1999
10:48:55 AM

RECORDING FEES - \$15.00
RECORDED

COUNTY IMPROVEMENT FUND \$1.00

REORDER IMPROVEMENT FUND \$1.00

STATE WRIT TAX \$0.50

TOTAL \$17.50

Immed

WHEN RECORDED, MAIL TO

SPACE ABOVE THIS LINE FOR RECORDER'S USE

OPEN-END MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES

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

THIS MORTGAGE ("Security Instrument") is made on 6/15/99

The Mortgagor is David M. Shilala

The Mortgagee is Timberland Federal Credit Union ("Borrower").

a corporation organized and existing under the laws of the United States Federal Credit Union Act

whose address is 821 Beaver Drive
DuBois, PA 15801

("Lender").

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

(1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Security Instrument, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Security Instrument. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed twenty-six thousand dollars (\$26,000.00).

That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. On the Final Payment Date, 20 years from the date of this Security Instrument, the entire indebtedness under the Credit Agreement, if not paid earlier, is due and payable.

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

(3) The performance of Borrower's covenants and agreements under this Security Instrument and under the Credit Agreement. BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield, Commonwealth of Pennsylvania:

Union Township

This applies to deed filed on 9/14/1993, in book 1192, page 589.

which has the address of RD 1

Rockton

(City)

Pennsylvania

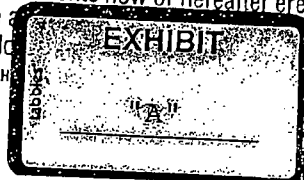
15856

(Zip Code)

(herein "Property Address");

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

UNA MUTUAL INSURANCE SOCIETY, 1991, ALL RIGHTS RESERVED



Complete if applicable:

This Property is part of a condominium project known as _____

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.
This Property is in a Planned Unit Development known as _____

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

Borrower and Lender covenant and agree as follows:

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

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

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

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

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

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

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Security Instrument, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Security Instrument. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

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

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

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

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

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

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

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Security Instrument, but does not execute the Credit Agreement, (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Security Instrument, (b) is not personally liable under the Credit Agreement or under this Security Instrument, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Security Instrument or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Security Instrument as to that Borrower's interest in the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness:

Diana Haldinger

x David M. Shulala 6/15/99 (Seal)
Borrower

(Seal)
Borrower

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

On behalf of the Lender, By: Diana Haldinger Title: Lender Officer
COMMONWEALTH OF PENNSYLVANIA, Cleanfield County ss:

On this, the 25th day of June, 1999, before me,
Dianne L. Jenkins the undersigned officer, personally appeared
David M. Shulala

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

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

My Commission expires:

Notarial Seal
Dianne L. Jenkins, Notary Public
DuBois, Cleanfield County

My Commission Expires May 10, 2003

Member, Pennsylvania Association of Notaries

(Space Below This Line Reserved For Lender and Recorder)

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Pennsylvania Legislative Route No. 17096 leading from DuBois to Rockton, said point being North 69° 30' East a distance of 109 feet from the Northeast corner of lands conveyed by Alta M. Divins and Howard A. Divins to Samuel Marrara and Frances E. Marrara by deed dated October 11, 1952 and recorded at Clearfield, Pennsylvania, in Deed Book No. 427, page 16, said point also being at the Northeast corner of lands conveyed by Howard A. Divins and Alta M. Divins to Paul R. Kunselman and Edna A. Kunselman by deed dated April 5, 1963 and recorded at Clearfield, Pennsylvania, in Deed Book No. 501, page 129; thence along the center line of said Legislative Route No. 17096, North 69° 30' East a distance of 75 feet, more or less, to a point at the Northwest corner of the residue of lands conveyed by Howard A. Divins and Alta M. Divins to John Warren Crowe and Dorothy Marie Crowe by deed dated February 12, 1942 and recorded at Clearfield, Pennsylvania, in Deed Book No. 341, page 362; thence along the Westerly line of said residue of lands of Crowe, South 27° 47' East a distance of 318.1 feet to a spike; thence along the Northerly line of lands of said John Warren Crowe and Dorothy Marie Crowe and lands of F. M. Ball, South 65° 30' West a distance of 201.5 feet to an iron pipe at the Southeast corner of said lands conveyed to Marrara; thence along said lands conveyed to Marrara, North 47° 10' West a distance of 80 feet, more or less, to a spike at the Southeast corner of said lands conveyed to Kunselman; thence along the Easterly line of said lands conveyed to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of

to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of beginning.

BEING the same premises which were conveyed to David M. Shilala and Michelle A. Shilala by deed of John A. Shelestak, et al., dated September 25, 1993, and intended to be recorded contemporaneously with this deed.





TIMBERLAND FEDERAL CREDIT UNION

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

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

Clearfield Office
710 River Road
Clearfield, PA 16830
Phone: (814) 765-1260
Fax: (814) 765-2900

PENNSYLVANIA ADMINISTRATION CODE
TITLE 12. COMMERCE, TRADE AND LOCAL GOVERNMENT
PART I. GENERAL ADMINISTRATION
SUBPART D. HOUSING FINANCE AGENCY
CHAPTER 31. HOUSING FINANCE AGENCY
SUBCHAPTER B. POLICY STATEMENT ON HOMEOWNERS EMERGENCY MORTGAGE
ASSISTANCE PROGRAM

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE [FNa]

Date: November 21, 2006

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 you save your home. This notice explains how the program works.

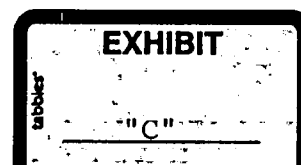
To see if HEMAP can help, you **MUST MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE.** Take this notice with you when you meet with the Counseling Agency.

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this 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 TRAUCCION INMEDITAMENTE LLAMANDO ESTA AGENCIA (Pennsylvania Housing Finance Agency) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.



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



HOMEOWNER'S NAME (S): David Shilala
PROPERTY ADDRESS: 665 DuBois Rockton Road DuBois, PA 15801
LOAN ACCT. NO.: 9726-6
ORIGINAL LENDER: Timberland Federal Credit Union
CURRENT LENDER/SERVICER: Timberland Federal Credit Union

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

YOU MAY BE ELIGIBLE FOR FINANACIAL 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 AS 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 your 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 later 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 (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 IMMEDIATLEY 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 below. 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 A 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: 665 DuBois Rockton Road. DuBois, PA 15801, 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: September 30, 2005 to present. Other charges (explain/itemize): _____

TOTAL AMOUNT PAST DUE: \$3,497.00.

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$3,497.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable to Timberland Federal Credit Union.

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and cost connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Timberland Federal Credit Union.

Address: 821 Beaver Drive DuBois, PA 15801

Phone Number: (814) 371-2676 or 1-800-477-3889

Fax Number: (814) 371-0701

Contact Person: Jenn Spinda

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

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

requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SALE POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER,
- TO SEEK PROTECTION UNDER FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CCCS Of Northern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

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

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

Keystone Economic
Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556



TIMBERLAND FEDERAL CREDIT UNION

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

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

Clearfield Office
710 River Road
Clearfield, PA 16830
Phone: (814) 765-1260
Fax: (814) 765-2900

PENNSYLVANIA ADMINISTRATION CODE
TITLE 12. COMMERCE, TRADE AND LOCAL GOVERNMENT
PART I. GENERAL ADMINISTRATION
SUBPART D. HOUSING FINANCE AGENCY
CHAPTER 31. HOUSING FINANCE AGENCY
SUBCHAPTER B. POLICY STATEMENT ON HOMEOWNERS EMERGENCY MORTGAGE
ASSISTANCE PROGRAM

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE [FN_a]

Date: November 21, 2006

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 you 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 this 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.



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

HOMEOWNER'S NAME (S): Blue Sky C/o Ms. Kim Mowrey
PROPERTY ADDRESS: 665 DuBois Rockton Road DuBois, PA 15801
LOAN ACCT. NO.: 9726-6
ORIGINAL LENDER: Timberland Federal Credit Union
CURRENT LENDER/SERVICER: Timberland Federal Credit Union

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 AS 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 your 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 later 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 (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 below. 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 A 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: 665 DuBois Rockton Road. DuBois, PA 15801, 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: September 30, 2005 to present. Other charges (explain/itemize): _____.

TOTAL AMOUNT PAST DUE: \$25,863.17.

HOW TO CURE THE DEFAULT--You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT DUE TO THE LENDER, WHICH IS \$25,863.17, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable to Timberland Federal Credit Union.

IF YOU DO NOT CURE THE DEFAULT--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgaged property.

IF THE MORTGAGE IS FORECLOSED UPON--The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorneys' fees actually incurred by the lender even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.

OTHER LENDER REMEDIES--The lender may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE--If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and cost connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Timberland Federal Credit Union.

Address: 821 Beaver Drive DuBois, PA 15801

Phone Number: (814) 371-2676 or 1-800-477-3889

Fax Number: (814) 371-0701

Contact Person: Jenn Spinda

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

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

of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

- TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- TO HAVE THE MORTGAGE RESTORED TO THE SALE POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR,)
- TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.
- TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY THE LENDER,
- TO SEEK PROTECTION UNDER FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CCCS Of Northern PA
208 W. Hamilton Avenue
Suite 1, Hamilton Square
State College, PA 16801
(814) 238-3668

CCCS of Western PA
219-A College Park Plaza
Johnstown, PA 15904
(814) 539-6335

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

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

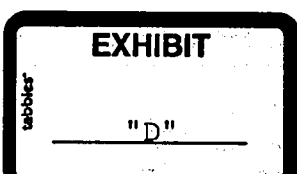
Keystone Economic
Development Corp.
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556

7005 0390 0003 3506 5273

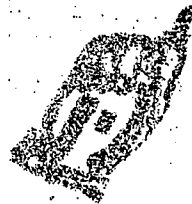
U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$4.04	
Sent To D. Shilak Street, Apt. No., or PO Box No. City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	

7005 0390 0003 3506 5280

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$4.04	
Sent To D. Shilak Street, Apt. No., or PO Box No. City, State, ZIP+4	
PS Form 3800, June 2002 See Reverse for Instructions	



Timberland Federal Credit Union
821 Beaver Drive
Dubois, PA 15801



Rockton
Rockton

for
Rockton



7005 0390 0003 3506 5280

VERIFIED MAIL

UNCLAIMED

David Shilala
665 Dubois Rockton Road
Dubois, PA 15801

Rockton PA 15801

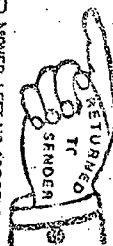
15856

DEL 18 2006

NAME	
1st Notice	11-28-06
2nd Notice	12-3-06
Return	12-13-06

Timberland Federal Credit Union
821 Beaver Drive
Dubois, PA 15801

- ☒ MOVED, LEFT NO ADDRESS
☒ FOR: RETURN ORDER EXPIRED
☐ ATTEMPTED - NOT KNOWN
☐ UNCLAIMED ☐ REFUSED
☐ NO SUCH STREET
☐ NO SUCH NUMBER



ROUTE NO. _____ DATE _____
CITY/STATE _____

David Shilala
115 21st Street
Clearfield, PA 16830

7005 0390 0003 3506



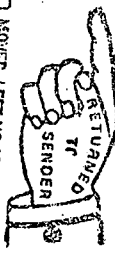
NO
longer
there

Timberland Federal Credit Union
821 Beaver Drive
DuBois, PA 15801

7

Return to Sender

Address Unknown



- ☐ MOVED, LEFT NO ADDRESS
- ☐ FOR. ORDER EXPIRED
- ☒ ATTEMPTED - NOT KNOWN
- ☐ UNCLAIMED ☐ REFUSED
- ☐ NO SUCH STREET
- ☐ NO SUCH NUMBER

DATE _____

David Shilala
~~151st Street~~
~~Chamfield, PA 16830~~

NOV 27 1990

7005 0390 0003 3506 5266

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$ 4.64	
Sent To <u>K. Mowrey</u> Street, Apt. No., or PO Box No. _____ City, State, ZIP+4 _____	
PS Form 3800, June 2002 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> 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. 		A. Signature <u>X</u> <u>Jay G Brink</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee B. Received by (Printed Name) <u>Jay G Brink</u> C. Date of Delivery <u>11-22-02</u>	
1. Article Addressed to: <u>Blue Sky</u> <u>c/o Kim Mowrey</u> <u>362 N. Park Street</u> <u>Sykesville, PA 15865</u>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
2. Article Number (Transfer from service label)		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		5. Article Number (Transfer from service label)	

7005 0390 0003 3506 5266

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

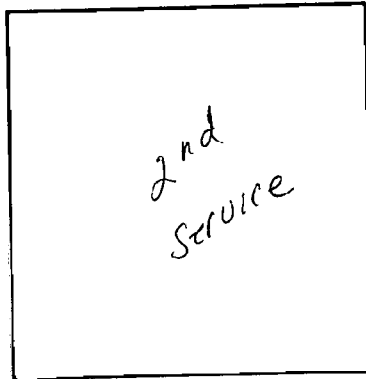
DOCKET # 102859
NO: 07-523-CD
SERVICE # 1 OF 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION
vs.
DEFENDANT: DAVID M. SHILALA a/l

SHERIFF RETURN

NOW, June 04, 2007, SHERIFF OF CUMBERLAND COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID M. SHILALA (#HA4342).

NOW, June 07, 2007 AT 10:10 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAVID M. SHILALA (#HA4342), DEFENDANT. THE RETURN OF CUMBERLAND COUNTY IS HERETO ATTACHED AND MADE PART OF THIS RETURN.



FILED

07-10-31-051
AUG 22 2007

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 102859
NO: 07-523-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION
vs.
DEFENDANT: DAVID M. SHILALA al

SHERIFF RETURN

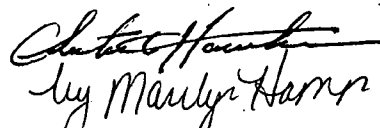
RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	TIMBERLAND	93278	10.00
SHERIFF HAWKINS	TIMBERLAND	93278	12.00
CUMBERLAND CO.	TIMBERLAND	93692	34.35

Sworn to Before Me This

_____ Day of _____ 2007

So Answers,



Chester A. Hawkins
Sheriff

SHERIFF'S RETURN - REGULAR

CASE NO: 2007-00396 T

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF CUMBERLAND

TIMBERLAND FEDERAL CREDIT UNIO

VS

SHILALA DAVID M ET AL

RONALD HOOVER, Sheriff or Deputy Sheriff of
Cumberland County, Pennsylvania, who being duly sworn according to law,
says, the within NOTICE was served upon
SHILALA DAVID M INMATE # HA4342 the
DEFENDANT, at 0010:10 HOURS, on the 7th day of June, 2007
at SCI CAMP HILL 2500 LISBURN ROAD
CAMP HILL, PA 17001 by handing to
DAVID M. SHILALA
a true and attested copy of NOTICE together with
COMPLAINT IN MORTGAGE FORECLOSURE

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	18.00
Service	13.44
Affidavit	2.50
POSTAGE	.41
	.00
	<u>34.35</u>

So Answers:



R. Thomas Kline

06/11/2007
TIMBERLAND FCU


Sworn and Subscribed to

before me this 13th day

of June, 2007 A.D.

Claudia Brewbaker

By:



Deputy Sheriff

NOTARIAL SEAL
CLAUDIA A. BREWBAKER, NOTARY PUBLIC
Carlisle Boro. Cumberland County
My Commission Expires April 4, 2009



CHESTER A. HAWKINS
SHERIFF-

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. 5986

FAX (814) 765-5915

ROBERT SNYDER
CHIEF DEPUTY

MARILYN HAMM
DEPT. CLERK

CYNTHIA AUGHENBAUGH
OFFICE MANAGER

KAREN BAUGHMAN
CLERK TYPIST

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 102859

TIMBERLAND FEDERAL CREDIT UNION

VS.

DAVID M. SHILALA al

TERM & NO. 07-523-CD

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/01/07

HEARING:

MAKE REFUND PAYABLE TO TIMBERLAND FEDERAL CREDIT UNION

SERVE: DAVID M. SHILALA (#HA4342)

ADDRESS: SCI CAMP HILL, P BOX 200, CAMP HILL, PA 17001-8837

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF CUMBERLAND COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, June 04, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

: NO. 07-523 - C.D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: PRAECIPE
: FOR DEFAULT JUDGMENT
:
: FILED ON BEHALF OF: PLAINTIFF
:
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: SUPREME COURT NO.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED *Plff pd.*
019:17801 *20.00*
SEP 07 2007 *No CC*

William A. Shaw *Notice to*
Prothonotary/Clerk of Courts *Defts.*

Statement to
Atty
@

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

TIMBERLAND FEDERAL	:	NO. 07-523- C.D.
CREDIT UNION,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
DAVID M. SHILALA and	:	
BLUE SKY, a Pennsylvania	:	
General Partnership,	:	
	:	
DEFENDANTS	:	

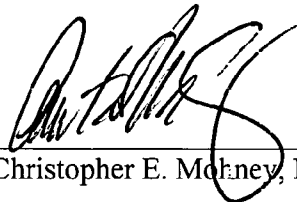
PRAECIPE FOR DEFAULT JUDGMENT

TO: WILLIAM A. SHAW, PROTHONOTARY

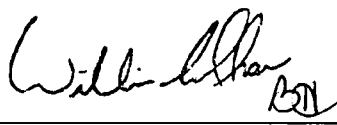
Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:

1.	Current Balance:	\$23,542.32
2.	Interest payoff:	<u>\$ 3,606.35</u>
	TOTAL:	\$27,248.67

The undersigned certifies that written notice of intention to file this Praecipe for Default judgment in the form attached hereto was mailed to the Defendants by first class regular mail on August 10, 2007, as required by Pa. R.C.P. Rule 237.1.

BY: 
Christopher E. Mooney, Esquire

NOW, this 7th day of September, 2007, damages are assessed in the amount of \$27,248.67.


William A. Shaw, Prothonotary

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 07-523 - C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
VS.	:	FORECLOSURE
	:	
DAVID M. SHILALA and	:	
BLUE SKY, a Pennsylvania	:	
General Partnership,	:	
DEFENDANTS	:	

TO: DAVID M. SHILALA
Inmate #HA4342
SCI Camp Hill
P.O. Box 200
Camp Hill, PA 17001-8837

DATE OF NOTICE: August 10, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

BY: 

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

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,
DEFENDANTS

: NO. 07-523 - C.D.
:
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
:
:
:

TO: BLUE SKY
c/o Kim Mowrey
362 N. Park Street
Sykesville, PA 15865

DATE OF NOTICE: August 10, 2007

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITH A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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


BY: 

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


U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN			
Received From	Christopher E. Mohnhey, Esquire - 25 East Park Avenue State 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
David M. Shilala Inmate #HA4342 SCI Camp Hill P.O. Box 200 Camp Hill, PA 17001-8837			

PS Form 3817, January 2001


Affix here or meter postmark fee.




USA First-Class



USA First-Class



USA 17




PA 15801


U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR PROVIDE FOR IN			
Received From	Christopher E. Mohnhey, Esquire 25 East Park Avenue State 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
Blue Sky c/o Kim Mowrey 362 N. Park Street Sykesville, PA 15865			

PS Form 3817, January 2001


Affix here or meter postmark fee.




USA First-Class



USA First-Class



USA 17



PA 15801

COPY

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

:
:
:
:
:
:
:
:
:
:
:
:

NO. 07-523- C.D.

TYPE OF CASE: MORTGAGE
FORECLOSURE

Notice is given that a JUDGMENT in the above captioned matter has been
entered against you in the amount of \$27,248.67 on September 7, 2007.

WILLIAM A. SHAW, PROTHONOTARY

By: William A. Shaw
BOL
Deputy

COPY

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

Timberland Federal Credit Union
Plaintiff(s)

No.: 2007-00523-CD

Real Debt: \$27,248.67

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

David M. Shilala
Blue Sky
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 7, 2007

Expires: September 7, 2012

Certified from the record this 7th day of September, 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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

: NO. 07-523 - C.D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: PRAECIPE
: FOR WRIT OF EXECUTION
:
: FILED ON BEHALF OF: PLAINTIFF
:
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: SUPREME COURT NO.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED PAF pd. 20.00
m 19:37/21
SEP 07 2007 ICC & Lewis
w/ prop. desc.

William A. Shaw
Prothonotary/Clerk of Courts to Sheriff

CR

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

TIMBERLAND FEDERAL	:	NO. 07-523- C.D.
CREDIT UNION,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
DAVID M. SHILALA and	:	
BLUE SKY, a Pennsylvania	:	
General Partnership,	:	
	:	
DEFENDANTS	:	

PRAECIPE FOR WRIT OF EXECUTION

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

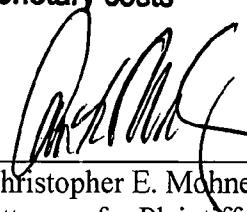
1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter; and
3. Index this Writ against the Defendants and as a Lis Pendens against real property of the Defendants described on Schedule "A" attached hereto;

4. Amount due: \$27,248.67

5. Costs: \$ 132.00

Total: \$ _____

Prothonotary costs

BY: 
Christopher E. Mohney, Esquire
Attorney for Plaintiff

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Pennsylvania Legislative Route No. 17096 leading from DuBois to Rockton, said point being North 69° 30' East a distance of 109 feet from the Northeast corner of lands conveyed by Alta M. Divins and Howard A. Divins to Samuel Marrara and Frances E. Marrara by deed dated October 11, 1952 and recorded at Clearfield, Pennsylvania, in Deed Book No. 427, page 16, said point also being at the Northeast corner of lands conveyed by Howard A. Divins and Alta M. Divins to Paul R. Kunselman and Edna A. Kunselman by deed dated April 5, 1963 and recorded at Clearfield, Pennsylvania, in Deed Book No. 501, page 129; thence along the center line of said Legislative Route No. 17096, North 69° 30' East a distance of 75 feet, more or less, to a point at the Northwest corner of the residue of lands conveyed by Howard A. Divins and Alta M. Divins to John Warren Crowe and Dorothy Marie Crowe by deed dated February 12, 1942 and recorded at Clearfield, Pennsylvania, in Deed Book No. 341, page 362; thence along the Westerly line of said residue of lands of Crowe, South 27° 47' East a distance of 318.1 feet to a spike; thence along the Northerly line of lands of said John Warren Crowe and Dorothy Marie Crowe and lands of F. M. Ball, South 65° 30' West a distance of 201.5 feet to an iron pipe at the Southeast corner of said lands conveyed to Marrara; thence along said lands conveyed to Marrara, North 47° 10' West a distance of 80 feet, more or less, to a spike at the Southeast corner of said lands conveyed to Kunselman; thence along the Easterly line of said lands conveyed to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of

to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of beginning.

BEING the same premises which were conveyed to David M. Shilala and Michelle A. Shilala by deed of John A. Shelestak, et al., dated September 25, 1993, and intended to be recorded contemporaneously with this deed.

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 07-523- C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
DAVID M. SHILALA and	:	
BLUE SKY, a Pennsylvania	:	
General Partnership,	:	
	:	
DEFENDANTS	:	

AFFIDAVIT PURSUANT TO RULE 3129.1

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

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

<u>NAME</u>	<u>ADDRESS</u>
DAVID M. SHILALA	Inmate #HA4342 SCI Camp Hill P.O. Box 200 Camp Hill, PA 17001-8837
BLUE SKY	c/o Kim Mowrey 362 Park Street Sykesville, PA 15865

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

<u>NAME</u>	<u>ADDRESS</u>
DAVID M. SHILALA	Inmate #HA4342 SCI Camp Hill P.O. Box 200 Camp Hill, PA 17001-8837
BLUE SKY	c/o Kim Mowrey 362 Park Street Sykesville, PA 15865

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

<u>NAME</u>	<u>ADDRESS</u>
DuBOIS FINANCIAL SERVICES	5364 Shaffer Road P.O. Box 483 DuBois, PA 15801

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

<u>NAME</u>	<u>ADDRESS</u>
TIMBERLAND FEDERAL CREDIT UNION	821 Beaver Drive DuBois, PA 15801

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

<u>NAME</u>	<u>ADDRESS</u>
CLEARFIELD COUNTY TAX CLAIM BUREAU	Clearfield County Courthouse 230 E. Second Street Clearfield, PA 16830

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

NAME

ADDRESS

JUDITH LaBORDE
CROSSWAITE,
TAX COLLECTOR

RR 1, Box 35
Rockton, PA 15856

CLEARFIELD COUNTY
ADULT PROBATION OFFICE
COLLECTIONS DEPT.

Clearfield County Courthouse
230 E. Market Street
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:

NAME

ADDRESS

CLEARFIELD COUNTY
DOMESTIC RELATIONS

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

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

TIMBERLAND FEDERAL CREDIT
UNION

BY: _____


Jenn Spinda
Collection Officer

DATE: 9/7/07

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

COPY

TIMBERLAND FEDERAL CREDIT UNION,
PLAINTIFF
VS.
DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,
DEFENDANTS

: NO. 07-523- C.D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
:
:
:
:
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$27,248.67
Costs: \$ 132.00 Prothonotary costs
Total: \$ _____

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

DATE: 9/7/07

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Pennsylvania Legislative Route No. 17096 leading from DuBois to Rockton, said point being North 69° 30' East a distance of 109 feet from the Northeast corner of lands conveyed by Alta M. Divins and Howard A. Divins to Samuel Marrara and Frances E. Marrara by deed dated October 11, 1952 and recorded at Clearfield, Pennsylvania, in Deed Book No. 427, page 16, said point also being at the Northeast corner of lands conveyed by Howard A. Divins and Alta M. Divins to Paul R. Kunselman and Edna A. Kunselman by deed dated April 5, 1963 and recorded at Clearfield, Pennsylvania, in Deed Book No. 501, page 129; thence along the center line of said Legislative Route No. 17096, North 69° 30' East a distance of 75 feet, more or less, to a point at the Northwest corner of the residue of lands conveyed by Howard A. Divins and Alta M. Divins to John Warren Crowe and Dorothy Marie Crowe by deed dated February 12, 1942 and recorded at Clearfield, Pennsylvania, in Deed Book No. 341, page 362; thence along the Westerly line of said residue of lands of Crowe, South 27° 47' East a distance of 318.1 feet to a spike; thence along the Northerly line of lands of said John Warren Crowe and Dorothy Marie Crowe and lands of F. M. Ball, South 65° 30' West a distance of 201.5 feet to an iron pipe at the Southeast corner of said lands conveyed to Marrara; thence along said lands conveyed to Marrara, North 47° 10' West a distance of 80 feet, more or less, to a spike at the Southeast corner of said lands conveyed to Kunselman; thence along the Easterly line of said lands conveyed to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of

to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of beginning.

BEING the same premises which were conveyed to David M. Shilala and Michelle A. Shilala by deed of John A. Shelestak, et al., dated September 25, 1993, and intended to be recorded contemporaneously with this deed.

SCHEDULE "A"

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

TIMBERLAND FEDERAL
CREDIT UNION,

PLAINTIFF

VS.

DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,

DEFENDANTS

: NO. 07-523 - C.D.
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
: TYPE OF PLEADING: AFFIDAVIT OF
: SERVICE PURSUANT TO RULE 3129.2
:
: FILED ON BEHALF OF: PLAINTIFF
:
: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
:
: SUPREME COURT NO.: 63494
:
: 25 EAST PARK AVENUE, SUITE 6
: DUBOIS, PA 15801
: (814) 375-1044

FILED *NO CC*
07/10/1261
OCT 16 2007

William A. Shaw
Prothonotary/Clerk of Courts

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

TIMBERLAND FEDERAL	:	NO. 07-523- C.D.
CREDIT UNION,	:	
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
DAVID M. SHILALA and	:	
BLUE SKY, a Pennsylvania	:	
General Partnership,	:	
	:	
DEFENDANTS	:	

AFFIDAVIT OF SERVICE PURSUANT TO RULE 3129.2

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

CHRISTOPHER E. MOHNEY, being duly sworn according to law, deposes and says that as attorney for Plaintiff **TIMBERLAND FEDERAL CREDIT UNION** in the above captioned action, he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, on the Defendants by certified mail, return receipt requested, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal Service Form 3817 Certificates of Mailings attached hereto on October 9, 2007.

TO: DAVID M. SHILALA
Inmate #HA4342
SCI Camp Hill
P.O. Box 200
Camp Hill, PA 17001-8837

BLUE SKY
c/o Kim Mowrey
362 Park Street
Sykesville, PA 15865

DuBOIS FINANCIAL SERVICES
5364 Shaffer Road
P.O. Box 483
DuBois, PA 15801

TIMBERLAND FEDERAL CREDIT UNION
821 Beaver Drive
DuBois, PA 15801

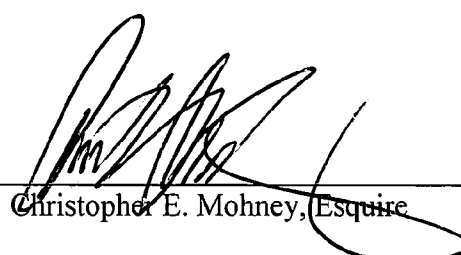
CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

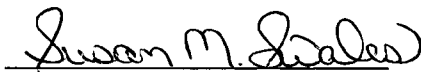
CLEARFIELD COUNTY ADULT PROBATION OFFICE
Collections Department
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

JUDITH LaBORDE CROSSWAITE
Tax Collector
RR 1, Box 35
Rockton, PA 15856

BY:


Christopher E. Mohney, Esquire

SWORN TO and SUBSCRIBED.
before me this 15th day of
October, 2007.


Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Susan M. Swales - Notary Public
CITY OF DUBOIS, CLEARFIELD COUNTY
MY COMMISSION EXPIRES APR. 18, 2011

FILE COPY

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 07-523- C.D.
	:	
PLAINTIFF	:	TYPE OF CASE: MORTGAGE
	:	FORECLOSURE
	:	
VS.	:	
	:	
DAVID M. SHILALA and	:	
BLUE SKY, a Pennsylvania	:	
General Partnership,	:	
	:	
DEFENDANTS	:	

PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY
BY THE SHERIFF OF CLEARFIELD COUNTY PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: DAVID M. SHILALA
SCI Albion
HA4342E/B-22
10745 Route 18
Albion, PA 16475-001

BLUE SKY
c/o Kim Mowrey
362 Park Street
Sykesville, PA 15865

DuBOIS FINANCIAL SERVICES
5364 Shaffer Road
P.O. Box 483
DuBois, PA 15801

TIMBERLAND FEDERAL CREDIT UNION
821 Beaver Drive
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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


CLEARFIELD COUNTY ADULT PROBATION OFFICE
Collections Department
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

JUDITH LaBORDE CROSSWAITE
Tax Collector
RR 1, Box 35
Rockton, PA 15856

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A", on the 7th day of December, 2007, at 10:00 A. M.

The terms of this Sale are set forth in the attached Sheriff's Handbill, Exhibit "A", which you are instructed to read.

Date: 10/9/07



Christopher E. Mohnhey, Esquire
Attorney for Plaintiff

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

TIMBERLAND FEDERAL CREDIT UNION,	:	NO. 07-523- C.D.
	:	
	:	TYPE OF CASE: MORTGAGE
PLAINTIFF	:	FORECLOSURE
	:	
VS.	:	
	:	
DAVID M. SHILALA and	:	
BLUE SKY, a Pennsylvania	:	
General Partnership,	:	
	:	
DEFENDANTS	:	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2

TO: DAVID M. SHILALA
Inmate #HA4342
SCI Camp Hill
P.O. Box 200
Camp Hill, PA 17001-8837

BLUE SKY
c/o Kim Mowrey
362 Park Street
Sykesville, PA 15865

DuBOIS FINANCIAL SERVICES
5364 Shaffer Road
P.O. Box 483
DuBois, PA 15801

TIMBERLAND FEDERAL CREDIT UNION
821 Beaver Drive
DuBois, PA 15801

CLEARFIELD COUNTY TAX CLAIM BUREAU
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

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

CLEARFIELD COUNTY ADULT PROBATION OFFICE
Collections Department
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

JUDITH LaBORDE CROSSWAITE
Tax Collector
RR 1, Box 35
Rockton, PA 15856

TAKE NOTICE that by virtue of the above Writ of Execution issued by the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, DECEMBER 7, 2007, at 10:00 o'clock A. M., the following described real estate of which DAVID M. SHILALA and BLUE SKY, a Pennsylvania General Partnership, are the reputed owners.

See Schedule A attached hereto.

The said Writ of Execution was issued on a judgment in mortgage foreclosure action of TIMBERLAND FEDERAL CREDIT UNION vs. DAVID M. SHILALA and BLUE SKY, a Pennsylvania General Partnership, at No. 07-523 C.D. in the amount of \$27,248.67.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on DECEMBER 10, 2007.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.



Sheriff of Clearfield County

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Pennsylvania Legislative Route No. 17096 leading from DuBois to Rockton, said point being North 69° 30' East a distance of 109 feet from the Northeast corner of lands conveyed by Alta M. Divins and Howard A. Divins to Samuel Marrara and Frances E. Marrara by deed dated October 11, 1952 and recorded at Clearfield, Pennsylvania, in Deed Book No. 427, page 16, said point also being at the Northeast corner of lands conveyed by Howard A. Divins and Alta M. Divins to Paul R. Kunselman and Edna A. Kunselman by deed dated April 5, 1963 and recorded at Clearfield, Pennsylvania, in Deed Book No. 501, page 129; thence along the center line of said Legislative Route No. 17096, North 69° 30' East a distance of 75 feet, more or less, to a point at the Northwest corner of the residue of lands conveyed by Howard A. Divins and Alta M. Divins to John Warren Crowe and Dorothy Marie Crowe by deed dated February 12, 1942 and recorded at Clearfield, Pennsylvania, in Deed Book No. 341, page 362; thence along the Westerly line of said residue of lands of Crowe, South 27° 47' East a distance of 318.1 feet to a spike; thence along the Northerly line of lands of said John Warren Crowe and Dorothy Marie Crowe and lands of F. M. Ball, South 65° 30' West a distance of 201.5 feet to an iron pipe at the Southeast corner of said lands conveyed to Marrara; thence along said lands conveyed to Marrara, North 47° 10' West a distance of 80 feet, more or less, to a spike at the Southeast corner of said lands conveyed to Kunselman; thence along the Easterly line of said lands conveyed to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of

to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of beginning.

BEING the same premises which were conveyed to David M. Shilala and Michelle A. Shilala by deed of John A. Shelestak, et al., dated September 25, 1993, and intended to be recorded contemporaneously with this deed.

SEIZED, taken in execution to be sold as the property of DAVID M. SHILALA AND BLUE SKY, A PENNSYLVANIA GENERAL PARTNERSHIP, at the suit of TIMBERLAND FEDERAL CREDIT UNION. JUDGMENT NO. 07-523-CD

7006 0810 0001 0127 3343

U.S. Postal Service™	
CERTIFIED MAIL™ RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.58
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$5.38

10-9-07

Sent To
 Ms. Kim Mowrey
 Blue Sky
 or P.O. Box No.
 362 N. Park Street
 City, State, ZIP+4
 Sykesville, PA 15865

PS Form 3800, June 2002 See Reverse for Instructions


SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> 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. 		<p>A. Signature <i>Patrick H Mowrey</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Delivered by (Printed Name) <i>Patrick H Mowrey</i></p> <p>C. Date of Delivery <i>10-11-07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:</p> <p>Ms. Kim Mowrey Blue Sky 362 N. Park Street Sykesville, PA 15865</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number: (Transfer from service label)</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	

7006 0810 0001 0127 3343

102595-02-M-1540

7006 0810 0001 0127 3350

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$.58
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$5.38



Sent To DAVID M. SHILALA	
Street Apt No. SCI Albion	
or PO Box No. HA4342E/B-22	
City, State, ZIP+4® 10745 Route 18	

PS Form 3811, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> ■ 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. 	<p>A. Signature X Robert <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) ROBERT</p> <p>C. Date of Delivery 10/12/07</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>1. Article Addressed to: DAVID M. SHILALA SCI Albion HA4342E/B-22 10745 Route 18 Albion, PA 16475-0001</p>	<p>3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>
<p>2. Article Number (Transfer from service label)</p>	<p style="text-align: center; font-size: large;">7006 0810 0001 0127 3350</p>

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received /			
		Christopher E. Mohney, Esquire	
		25 East Park Avenue, Suite 6	
		DuBois, PA 15801	
One piece of ordinary mail addressed to:			
CLEARFIELD COUNTY DOMESTIC RELATIONS			
Clearfield County Courthouse			
230 E. Market Street			
Clearfield, PA 16830			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received F			
		Christopher E. Mohney, Esquire	
		25 East Park Avenue, Suite 6	
		DuBois, PA 15801	
One piece of ordinary mail addressed to:			
TIMBERLAND FEDERAL CREDIT UNION			
821 Beaver Drive			
DuBois, PA 15801			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Receive			
		Christopher E. Mohney, Esquire	
		25 East Park Avenue, Suite 6	
		DuBois, PA 15801	
One piece of ordinary mail addressed to:			
DUBOIS FINANCIAL SERVICES			
5364 Shaffer Road			
P. O. Box 483			
DuBois, PA 15801			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received	Christopher E. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
CLEARFIELD COUNTY TAX CLAIM BUREAU Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received	Christopher E. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
CLEARFIELD COUNTY ADULT PROBATION OFFICE Collections Department Clearfield County Courthouse 230 E. Market Street Clearfield, PA 16830			

PS Form 3817, January 2001



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Receive	Christopher E. Mohny, Esquire 25 East Park Avenue, Suite 6 DuBois, PA 15801		
One piece of ordinary mail addressed to:			
JUDITH LaBORDE CROSSWAITE Tax Collector R. R. #1, Box 35 Rockton, PA 15856			

PS Form 3817, January 2001



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20656
NO: 07-523-CD

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION

vs.

DEFENDANT: DAVID M. SHILALA AND BLUE SKY, A PENNSYLVANIA GENERAL PARTNERSHIP

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 9/7/2007

LEVY TAKEN 10/18/2007 @ 10:43 AM

POSTED 10/18/2007 @ 10:45 AM

SALE HELD 12/7/2007

SOLD TO TIMBERLAND FEDERAL CREDIT UNION

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 1/29/2008

DATE DEED FILED 1/29/2008

PROPERTY ADDRESS 665 DUBOIS-ROCKTON ROAD ROCKTON , PA 15856

FILED
01/29/2008
JAN 29 2008
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

10/31/2007 @ 10:40 AM SERVED DAVID M. SHILALA

JEFF GUILD, DEPUTY SHERIFF OF ERIE COUNTY SERVED DAVID M. SHILALA, DEFENDANT AT SCI ALBION HA4342E/B-22, 10745 ROUTE 18, ALBION, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DAVID M. SHILALA

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.

10/24/2007 @ 12:55 PM SERVED BLUE SKY, A PENNSYLVANIA GERNERAL PARTNERSHIP

JEFFERSON COUNTY SERVED BLUE SKY, A PENNSYLVANIA GENERAL PARTNERSHIP, DEFENDANT, AT 362 PARK STREET, SYKESVILLE, COUNTY OF JEFFERSON, PENNSYLVANIA BY HANDING TO KIM MOWERY

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.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20656
NO: 07-523-CD

PLAINTIFF: TIMBERLAND FEDERAL CREDIT UNION

vs.

DEFENDANT: DAVID M. SHILALA AND BLUE SKY, A PENNSYLVANIA GENERAL PARTNERSHIP

Execution REAL ESTATE

SHERIFF RETURN


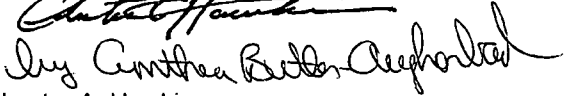
SHERIFF HAWKINS \$201.53

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

_____ Day of _____ 2006

So Answers,



Chester A. Hawkins
Sheriff

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

TIMBERLAND FEDERAL CREDIT UNION,
PLAINTIFF
VS.
DAVID M. SHILALA and
BLUE SKY, a Pennsylvania
General Partnership,
DEFENDANTS

: NO. 07-523- C.D.
:
:
: TYPE OF CASE: MORTGAGE
: FORECLOSURE
:
:
:
:
:
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

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

Amount due: \$27,248.67
Costs: \$ 132.00 Prothonotary costs
Total: \$ _____

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

DATE: 9/7/07
Received this writ this 7th day
of September A.D. 2007
At 2:15 A.M./P.M.

Charles A. Hawkins
Sheriff by Cynthia Butler-Aufhorst

ALL that certain piece or parcel of land situate, lying and being in Union Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point in the center of Pennsylvania Legislative Route No. 17096 leading from DuBois to Rockton, said point being North 69° 30' East a distance of 109 feet from the Northeast corner of lands conveyed by Alta M. Divins and Howard A. Divins to Samuel Marrara and Frances E. Marrara by deed dated October 11, 1952 and recorded at Clearfield, Pennsylvania, in Deed Book No. 427, page 16, said point also being at the Northeast corner of lands conveyed by Howard A. Divins and Alta M. Divins to Paul R. Kunselman and Edna A. Kunselman by deed dated April 5, 1963 and recorded at Clearfield, Pennsylvania, in Deed Book No. 501, page 129; thence along the center line of said Legislative Route No. 17096, North 69° 30' East a distance of 75 feet, more or less, to a point at the Northwest corner of the residue of lands conveyed by Howard A. Divins and Alta M. Divins to John Warren Crowe and Dorothy Marie Crowe by deed dated February 12, 1942 and recorded at Clearfield, Pennsylvania, in Deed Book No. 341, page 362; thence along the Westerly line of said residue of lands of Crowe, South 27° 47' East a distance of 318.1 feet to a spike; thence along the Northerly line of lands of said John Warren Crowe and Dorothy Marie Crowe and lands of F. M. Ball, South 65° 30' West a distance of 201.5 feet to an iron pipe at the Southeast corner of said lands conveyed to Marrara; thence along said lands conveyed to Marrara, North 47° 10' West a distance of 80 feet, more or less, to a spike at the Southeast corner of said lands conveyed to Kunselman; thence along the Easterly line of said lands conveyed to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of

to Kunselman, North 3° 19' East a distance of 288 feet, more or less, to a point in the center of Pennsylvania Legislative Route No. 17096 and the place of beginning.

BEING the same premises which were conveyed to David M. Shilala and Michelle A. Shilala by deed of John A. Shelestak, et al., dated September 25, 1993, and intended to be recorded contemporaneously with this deed.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME DAVID M. SHILALA

NO. 07-523-CD

NOW, January 29, 2008, 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 December 07, 2007, I exposed the within described real estate of David M. Shilala And Blue Sky, A Pennsylvania General Partnership to public venue or outcry at which time and place I sold the same to TIMBERLAND FEDERAL CREDIT UNION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	
MILEAGE	
LEVY	15.00
MILEAGE	12.61
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	18.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$201.53

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	28.50
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$28.50

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	27,248.67
INTEREST @ %	0.00
FROM TO 12/07/2007	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

TOTAL DEBT AND INTEREST	\$27,288.67
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COSTS:

ADVERTISING	1,238.70
TAXES - COLLECTOR	363.15
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	28.50
SHERIFF COSTS	201.53
LEGAL JOURNAL COSTS	180.00
PROTHONOTARY	132.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	635.00
TOTAL COSTS	\$2,923.88

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

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20656

TERM & NO. 07-523-CD

TIMBERLAND FEDERAL CREDIT UNION

vs.

DAVID M. SHILALA AND BLUE SKY, A PENNSYLVANIA GENERAL PARTNERSHIP

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

SERVE BY: ASAP

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

SERVE: BLUE SKY, A PENNSYLVANIA GERNERAL PARTNERSHIP

ADDRESS: C/O KIM MOWREY 362 PARK STREET
SYKESVILLE, PA 15865

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, October 22, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

No. 07-523 C.D.

Personally appeared before me, Harry Dunkle, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on October 24, 2007 at 12:55 o'clock P.M. served the Notice of Sale, Writ of Execution and Copy of Levy upon BLUE SKY, c/o KIM MOWERY, Defendant, at the address of 362 Park Street, Borough of Sykesville, County of Jefferson, State of Pennsylvania, by handing to Kim Mowery personally, a true copy of the Notice, Writ and Copy of Levy and by making known to her the contents thereof.

Advance Costs Received:	\$125.00	
My Costs:	45.16	Paid
Prothy:	2.00	
Total Costs:	47.16	
REFUNDED:	\$ 77.84	

Sworn and subscribed

to before me this 24th

day of October 2007

By Kirsten J. Hoffmann

DEPUTY CLERK OF COURTS

My Commission Expires the
1st Monday, January 2010

So Answers,

Harry Dunkle Deputy

Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA



CHESTER A. HAWKINS
SHERIFF

Sheriff's Office Clearfield County

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

OFFICE (814) 765-2641 EXT. ~~9966~~
FAX (814) 765-5915
ROBERT SNYDER
CHIEF DEPUTY
MARILYN HAMM
DEPT. CLERK
CYNTHIA AUGHENBAUGH
OFFICE MANAGER
KAREN BAUGHMAN
CLERK TYPIST
PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

PAGE 20656

TERM & NO. 07-523-CD

TIMBERLAND FEDERAL CREDIT UNION

vs.

DAVID M. SHILALA AND BLUE SKY, A PENNSYLVANIA GENERAL PARTNERSHIP

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

SERVE BY: ASAP

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

SERVE: DAVID M. SHILALA

ADDRESS: SCI-ALBION, HA4342E/B-22, 10745 ROUTE 18
ALBION, PA 16475

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF OF CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF ERIE COUNTY, Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this day, Monday, October 22, 2007.

RESPECTFULLY,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

SHERIFF'S RETURN - REGULAR

CASE NO: 2007-00523 M

COMMONWEALTH OF PENNSYLVANIA:
COUNTY OF ERIE

TIMBERLAND FEDERAL CU

VS

DAVID M SHILALA AND BLUE SKY *

JEFF GUILD, Deputy Sheriff of ERIE

County, Pennsylvania, who being duly sworn according to law,

says, the within NOT OF SALE/WRIT EX was served upon

SHILALA DAVID M the

DEFENDANT, at 1040:00 Hour, on the 31st day of October, 2007

at SCI ALBION HA4342E/B-22 10745 ROUTE 18

ALBION, PA 16475 by handing to

DAVID M SHILALA-PERSONALLY

a true and attested copy of NOT OF SALE/WRIT EX together with

and at the same time directing His attention to the contents thereof.

Sheriff's Costs:

Docketing	81.00
Service	.00
Affidavit	.00
Surcharge	.00
	.00
	81.00

So Answers:

Bob Merski
Bob Merski, Sheriff of Erie County

By Jeffery S. Shilala
Deputy Sheriff

10/24/2007
TIMBERLAND FCU

Sworn and Subscribed to before

me this 1 day of

November 2007 A.D.

[Signature]
Notary

NOTARIAL SEAL
AMY HAZEN, Notary Public
City of Erie, Erie County
My Commission Expires July 28, 2010

RECEIPT FOR PAYMENT
=====

Erie County Pennsylvania
140 West Sixth St - 4th Floor
Erie, PA 16501-1077

Receipt Date 10/24/2007
Receipt Time 13:22:20
Receipt No. 198910

TIMBERLAND FEDERAL CU (VS) DAVID M SHILALA AND BLUE SKY *

Case Number 2007-00523 M
Service Info
Remarks PD BY TIMBERLAND FCU
K.C.

Total Check... + 81.00
Total Cash.... + .00
Cash Out..... - .00

Number .. 95847

Receipt total. = 81.00

----- Distribution Of Payment -----

Transaction Description	Payment Amount
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SHERIFF FEES	81.00
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TREASURER OF ERIE COUNTY

	<u>81.00</u>
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