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

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CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1212-CD

Plaintiff

William A. Shaw  
Prothonotary/Clerk of Courts

vs

Type of Pleading: COMPLAINT  
IN FORECLOSURE

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Filed on Behalf of: Plaintiff

Defendants

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

**NOTICE TO DEFEND**

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

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

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

No.

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

NOW COMES, the Plaintiff, Clearfield Bank & Trust Company, by and through its attorney, Babst, Calland, Clements and Zomnir, P.C., and files the within Complaint whereof the following is a statement:

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.

2. The Defendants are LARRY P. KLINE, with a mailing address and property address of 64 Bloomington Glen Richey Highway, Curwensville, Pennsylvania

16833 and CRYSTAL L. KLINE a/k/a CRYSTAL KLINE, with a mailing address of 156 Hidden Valley Lane Clearfield, Pennsylvania 16830 and a property address of 64 Bloomington Glen Richey Highway, Curwensville, Pennsylvania 16833.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated November 21, 2003, in the principal amount of \$84,000.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200321673 on November 26, 2003.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$84,000.00 as set forth in Promissory Note dated November 21, 2003. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated June 1, 2007, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

(a)	Principal Balance	\$ 77,429 .27
(b)	Interest per diem of 16.50400 from 2/26/07 to 07/27/07	\$ 2,504.47
(c)	Late Charges	\$ 103.44
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 1,452.05</u>
	<b>FINAL TOTAL</b>	<b>\$81,517.73</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$81,517.73** plus interest at **7.75%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.

Date: **July 27, 2007**

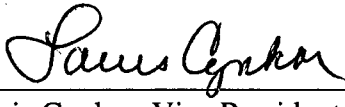
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Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

By:   
Louis Cynkar, Vice President  
Lending Division Manager

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

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

P.O. Box 361  
1 North Second Street, Suite 103  
Clearfield, Pennsylvania 16830

**\*RETURN DOCUMENT TO:**

RICHARD MILGRUB  
211 N. SECOND STREET  
CLEARFIELD, PA 16830

Instrument Number - 200321673

Recorded On 11/26/2003 At 12:28:30 PM

\* Instrument Type - MORTGAGE

\* Total Pages - 14

Invoice Number - 101945

\* Mortgagor - KLINE, LARRY P

\* Mortgagee - CLEARFIELD BANK AND TRUST CO

\* Customer - MILGRUB, RICHARD

**\* FEES**

RECORDING FEES -	\$31.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$2.00
RECORDER IMPROVEMENT	\$3.00
FUND	
JCS/ACCESS TO JUSTICE	\$10.00
STATE WRIT TAX	\$0.50
TOTAL	\$46.50

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change d

and may not be reflected on this page.

EXHIBIT

tabbies

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated NOVEMBER 21, 2003, together with all Riders to this document.

(B) "Borrower" is LARRY P. KLINE  
CRYSTAL L. Kline

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is CLEARFIELD BANK & TRUST COMPANY  
CORPORATION organized and existing under the laws of  
THE COMMONWEALTH OF PENNSYLVANIA. Lender's address is N. 2ND & BRIDGE STREETS  
CLEARFIELD, PA 16830. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated NOVEMBER 21, 2003. The Note states that Borrower owes Lender Eighty four thousand & no/100  
Dollars (U.S. \$ 84,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than NOVEMBER 26, 2023.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

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

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-PA 8/20/2000

(page 1 of 12 pages)

Form 3039 1/01



K T 2 A 0



**Exhibit A**

**Larry P. Kline and Crystal L. Kline  
Pike Township, Clearfield County, PA**

**Tax I. D. # 126-0-H11-000-00053**

ALL that certain piece or parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin which is sixteen (16') feet from the centerline of Township Route No. 17037; thence in a southeasterly direction one hundred ten (110) feet to an iron pin; thence in an easterly direction one hundred fifty (150') feet to an iron pin; thence in a northeasterly direction one hundred fifty-six (156') feet to an iron pin which is sixteen (16') feet from the centerline of Township Route 17037; thence along said Route two hundred ten (210') feet to an iron pin and the place of beginning. Containing .65 acres, more or less and being out of a larger tract owned by Harry R. and Judith N. McGarry.

Being the same premises conveyed by deed of Timothy R. McGarry and Janet E. McGarry, husband and wife, to Larry P. Kline and Crystal L. Kline, husband and wife, dated November 22, 1994, and recorded in the Office of the Recorder of Clearfield County in Volume 1645, page 316.

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to

hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

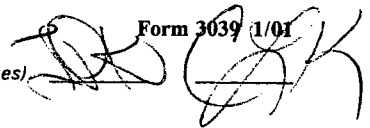
If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees



in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has--if any--with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the

not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c)

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

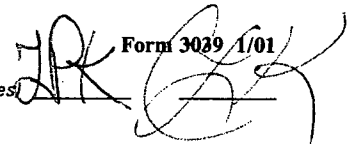
**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

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

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

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

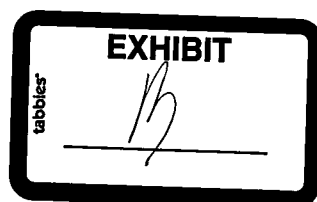
**27. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.



**ALL** that certain piece or parcel of land situate in the Township of centerline of Township Route No. 17037; thence in a southeasterly direction one hundred ten (110) feet to an iron pin; thence in an easterly direction one hundred fifty (150) feet to an iron pin; thence in a northeasterly direction one hundred fifty-six (156) feet to an iron pin which is sixteen (16) feet from the centerline of Township Route 17037 ; thence along said Route two hundred ten (210) feet to an iron pin and the place of beginning. Containing .65 acres, more or less and being our a larger tract owned by Harry R. And Judith N. McGarry.

**BEING** further identified in the Assessment Records of Clearfield County as Tax Parcel No. 126-0-H11-000-00053.

**BEING** the same premises granted and conveyed by Deed of Timothy R. McGarry and Janet E. McGarry, husband and wife, to Larry P. Kline and Crystal L. Kline, husband and wife, dated November 22, 1994, and recorded in the Office of the Recorder of Clearfield County in Volume 1645, Page 316.



## NOTE

NOVEMBER 21, 2003

CLEARFIELD

PENNSYLVANIA

(Date)

(City)

(State)

64 BLOOMINGTON GLEN RICHEY HWY, CURWENSVILLE PA 16833

(Property Address)

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 84,000.00  
 (this amount is called "Principal") plus interest, to the order of the Lender. The Lender is  
 CLEARFIELD BANK & TRUST COMPANY, CLEARFIELD, PA I will make  
 all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and  
 who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at  
 a yearly rate of 7.7500 %.

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

**3. PAYMENTS****(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 26th day of each month beginning on  
 DECEMBER 26, 2003 I will make these payments every month until I have paid all of the principal and  
 interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as  
 of its scheduled due date and will be applied to interest before Principal. If, on NOVEMBER 26, 2003  
 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2ND & BRIDGE STREETS  
 CLEARFIELD, PA 16830 or at a different place if required by the Note Holder.

**(B) Amount of Monthly Payments**

My monthly payment will be in the amount of U.S. \$ 689.60

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is  
 known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may  
 not designate a Payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will  
 use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply  
 my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce  
 the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the  
 amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

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

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15  
 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the  
 charge will be 5.00 % of my overdue payment of principal and interest. I will pay this late charge  
 promptly but only once on each late payment.

**(B) Default**

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

**(C) Notice of Default**

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

**(D) No Waiver By Note Holder**

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

**(E) Payment of Note Holder's Costs and Expenses**

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

**7. GIVING OF NOTICES**

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

Form 3200 1/01



MULTISTATE FIXED RATE NOTE—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MN-1 8/19/2000

BH1A0

(page 1 of 2 pages)

EXHIBIT

tabbles



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

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

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

**9. WAIVERS**

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

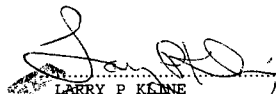
**10. UNIFORM SECURED NOTE**

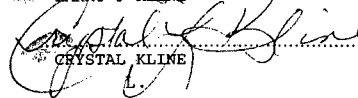
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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

.....(Seal)  
LARRY P. KLINE -Borrower

.....(Seal)  
CRYSTAL KLINE -Borrower

[Sign Original Only]



## ACT 91 NOTICE

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

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

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

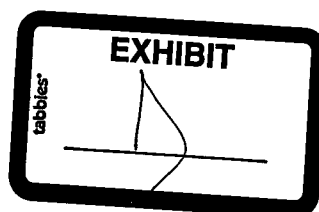
This Notice explains how the program works.

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

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

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

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



HOMEOWNER'S NAME(S): Larry P. Kline  
Crystal Kline

MAILING ADDRESS: 64 Bloomington Glen Richey Hwy.  
Curwensville, PA 16833

ACCT. NO.: 2084233

ORIGINAL LENDER: Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company

DATE: June 1, 2007

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which

the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Residence, 64 Bloomington Glen Richey Hwy., Curwensville, PA 16833 **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:

Monthly payments due for March, April, @ \$689.60 = \$1,379.20

Late or Other Charges (explain/itemize): \$68.96

**TOTAL AMOUNT PAST DUE: \$1,448.16**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**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 \$1,448.16, 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 and sent to:

Clearfield Bank and Trust Company  
11 N. 2nd. Street, P.O. Box 171  
Clearfield, PA 16830

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter:

N/A

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**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 the 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. 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 balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If your 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 costs 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** 4 **months from the date of this Notice.** A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

- \* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.
- \* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.
- \* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

**THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFERS  
COUNSELING FOR HOMEOWNERS WHOSE MORTGAGE LOANS HAVE BECOME  
DELINQUENT. THIS COUNSELING COULD HELP YOU AVOID FORECLOSURE,  
AND YOU ARE URGED TO SEEK IT.**

**TO FIND A HOMEOWNERSHIP COUNSELING AGENCY NEAR YOU, PLEASE  
CALL 1-800-569-4287**

## **United States Department of Housing and Urban Development**

### **Legal Rights and Protections Under the SCRA**

Servicemembers on "active duty" or "active service," or a dependent of such a servicemember may be entitled to certain legal protections and debt relief pursuant to the Servicemembers Civil Relief Act (50 USC App. §§ 501-596) (SCRA).

### **Who May Be Entitled to Legal Protections Under the SCRA?**

Active duty members of the Army, Navy, Air Force, Marine Corps, Coast Guard, and active service National Guard;  
Active service members of the commissioned corps of the National Oceanic and Atmospheric Administration;  
Active service members of the commissioned corps of the Public Health Service;  
United States citizens serving with the armed forces of a nation with which the United States is allied in the prosecution of a war or military action; and  
Their spouses.

### **What Legal Protections Are Servicemembers Entitled To Under the SCRA?**

The SCRA states that, a debt incurred by a servicemember, or servicemember and spouse jointly, prior to entering military service shall not bear interest at a rate above 6 percent during the period of military service.

The SCRA states that, in a legal action to enforce a debt against real estate that is filed during, or within 90 days after the servicemember's military service, a court may stop the proceedings for a period of time, or adjust the debt. In addition, the sale, foreclosure, or seizure of real estate shall not be valid if it occurs during, or within 90 days after the servicemember's military service unless the creditor has obtained a court order approving the sale, foreclosure, or seizure of the real estate.

The SCRA contains many other protections besides those applicable to home loans.

### **How Does A Servicemember or Dependent Request Relief Under the SCRA?**

A servicemember or dependent, or both, may request relief under the SCRA by providing the lender a written notice with a copy of the servicemember's military orders. (Note: Lender should place its name, address and contact information here).

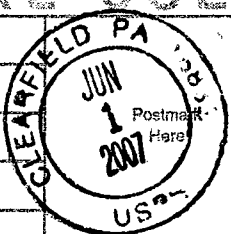
### **How Does a Servicemember or Dependent Obtain Information About the SCRA?**

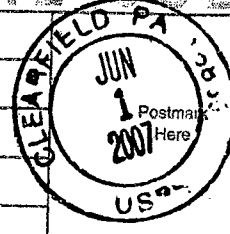
Servicemembers and dependents with questions about the SCRA should contact their unit's Judge Advocate, or their installation's Legal Assistance Officer. A military legal assistance office locator for each branch of the armed forces is available at: <http://legalassistance.law.afm111.content/locator.php>. The U. S. Department of Defense's information resource is "Military One Source." The toll-free telephone numbers for Military One Source are: From the United States: 1-800-342-9647. From outside the United States (where available): 1-800-342-6477. International collect: 484-530-5747.



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Larry P. Kline  64 Bloomington Glen Richey  Curwensville, PA 16833</p>		<p>B. Received by (Printed Name)  LARRY P KLINE</p> <p>C. Date of Delivery</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>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>7006 3450 0003 9552 2496</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature  <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Crystal L. Kline  156 Hidden Valley Lane  Clearfield, PA 16830</p>		<p>B. Received by (Printed Name)  CRYSTAL KLINE</p> <p>C. Date of Delivery  6-14-07</p>	
		<p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>288 Fox Farm Rd  OLANTA PA 16863</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>7006 3450 0003 9552 2502</p>	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
JBD	
Sent To Larry P. Kline	
Street, Apt. No., or PO Box No. 64 Bloomington Glen Richey Hwy	
City, State, ZIP+4 Curwensville, PA 16833	
PS Form 3800, August 2006 See Reverse for Instructions	

U.S. Postal Service CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
JBD	
Sent To Crystal L. Kline	
Street, Apt. No., or PO Box No. 156 Hidden Valley Lane	
City, State, ZIP+4 Clearfield, pa 16830	
PS Form 3800, August 2006 See Reverse for Instructions	

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

CLEARFIELD BANK AND TRUST COMPANY,	:	
	:	NO. 07-1212-CD
Plaintiff	:	
	:	
vs.	:	
	:	
LARRY P. KLINE and CRYSTAL L. KLINE a/k/a CRYSTAL KLINE,	:	
Defendants	:	

**ORDER OF COURT**

AND NOW, to wit, this 14<sup>th</sup> day of November, 2007, upon consideration of the within Petition to Direct Sheriff to File Return of Service, it is hereby ORDERED and DECREED that the Sheriff of Clearfield County is directed to

- (a) File the return of service of the Complaint in Mortgage Foreclosure on the Defendants, Larry P. Kline and Crystal L. Kline a/k/a Crystal Kline; and
- (b) Provide such return of service to the Prothonotary of Clearfield County within seven (7) days of the date of this Order.

BY THE COURT:

Paul E Cherry  
J.

FILED <sup>ICC</sup>  
01:17:30  
NOV 15 2007  
William A. Shaw  
Prothonotary/Clerk of Courts  
ICC Sheriff  
without memo  
(62)

DATE: 11/5/07

☒ You are responsible for serving all appropriate parties.

☐ The Prothonotary's office has provided service to the following parties:

☐ Plaintiff(s) ☐ Plaintiff(s) Attorney ☐ Other

☐ Defendant(s) ☐ Defendant(s) Attorney

☐ Special Instructions:

**FILED**

NOV 15 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

LARRY P. KLINE and CRYSTAL L.  
KLINE a/k/a CRYSTAL KLINE,  
Defendants

NO. 07-1212-CD

FILED

NOV 13 2007

William A. Shaw  
Prothonotary/Clerk of Courts

1 CENT NO ATT

**PETITION TO DIRECT SHERIFF TO FILE RETURN OF SERVICE**

NOW COMES Clearfield Bank & Trust Company, by and through its attorneys, Babst, Clements, Calland, Zomnir, P.C., and files this Petition to Direct Sheriff to File Return of Service as follows:

1. Petitioner, Clearfield Bank & Trust Company, is a financial institution with its principal place of business located at 11 N. Second Street, P.O. Box 171, Clearfield, Pennsylvania 16830 (hereinafter referred to as "Plaintiff").
2. On or about July 30, 2007, Petitioner filed a Complaint in Mortgage Foreclosure at the above-referenced docket number against the Defendants, Larry P. Kline and Crystal L. Kline a/k/a Crystal Kline (hereinafter referred to as "Defendants").
3. Defendants reside in Clearfield County, Pennsylvania.
4. Plaintiff has directed the Sheriff of Clearfield County to serve the Complaint in Mortgage Foreclosure upon the Defendants, Larry P. Kline and Crystal L. Kline a/k/a Crystal Kline.

5. Plaintiff has been verbally informed by the Sheriff of Clearfield County that the Defendants have been served with process by the Sheriff of Clearfield County.

6. Although service has been made on the Defendants, the Sheriff of Clearfield County has not filed a return or affidavit of service, as required by Pa.R.C.P. 405(a).

7. The Petitioner's mortgage foreclosure action involves an overdue balance of more than \$80,000.00 and Petitioner has been and will continue to be materially prejudiced by the delay due to the failure of the Sheriff of Clearfield County to file the return or affidavit of service.

WHEREFORE, Petitioner, Clearfield Bank & Trust Company, requests that this Honorable Court enter an Order directing the Sheriff of Clearfield County to file the return or affidavit of service of the Complaint in Mortgage Foreclosure on the Defendants, Larry P. Kline and Crystal L. Kline a/k/a Crystal Kline, at the above-referenced case number and provide such return of service to the Prothonotary of Clearfield County within seven (7) days of the entry of this Order of Court.

BABST, CALLAND, CLEMENTS, ZOMNIR, PC

By: 

Alan F. Kirk, Esquire

Pa. ID: 36893

Attorney for Plaintiff

328 Innovation Blvd., Suite 200

State College, PA 16803

Telephone: (814) 867-8055

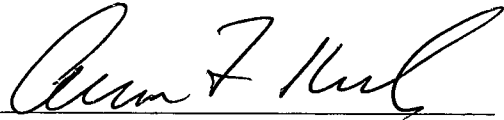
Facsimile: (814) 867-8051

**VERIFICATION**

I, Alan F. Kirk, Esquire, hereby depose and say, subject to the penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Petition are true and correct to the best of my knowledge information and belief.

BABST, CALLAND, CLEMENTS, ZOMNIR, PC

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

A handwritten signature in black ink, appearing to read "Alan F. Kirk", written over a horizontal line.

Alan F. Kirk, Esquire

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

CLEARFIELD BANK AND TRUST	:	
COMPANY,	:	NO. 07-1212-CD
Plaintiff	:	
	:	
vs.	:	
	:	
LARRY P. KLINE and CRYSTAL L.	:	
KLINE a/k/a CRYSTAL KLINE,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

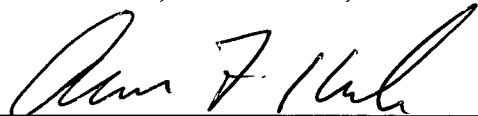
The undersigned hereby certifies that a true and correct copy of the foregoing Petition for Return of Service was served on the following this 8<sup>th</sup> November, 2007, by first-class U.S. Mail, postage prepaid.

Chester A. Hawkins  
Sheriff of Clearfield County  
230 East Market Street  
Clearfield, PA 16830

Larry P. Kline  
1174 Carbon Mine Road  
Clearfield, PA 16830

Crystal Kline  
1174 Carbon Mine Road  
Clearfield, PA 16830

BABST, CALLAND, CLEMENTS, ZOMNIR, PC

By: 

Alan F. Kirk, Esquire  
Pa. ID: 36893  
Attorney for Plaintiff  
328 Innovation Blvd., Suite 200  
State College, PA 16803  
Telephone: (814) 867-8055  
Facsimile: (814) 867-8051

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103043  
NO: 07-1212-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

VS.

DEFENDANT: LARRY P. KLINE and CRYSTAL L. KLINE a/k/a CRYSTAL KLINE

**SHERIFF RETURN**

---

NOW, August 08, 2007 AT 11:31 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LARRY P. KLINE DEFENDANT AT 1174 CARBON MINE ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LARRY P. KLINE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

**FILED**  
9/12/07  
NOV 16 2007  
LS

William A. Shaw  
Prothonotary/Clerk of Courts



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

DOCKET # 103043  
NO: 07-1212-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: LARRY P. KLINE and CRYSTAL L. KLINE a/k/a CRYSTAL KLINE

**SHERIFF RETURN**

---

NOW, August 17, 2007 AT 1:51 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON CRYSTAL L. KLINE aka CRYSTAL KLINE DEFENDANT AT SHERIFF'S OFFICE 1 N. 2ND ST., SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO CRYSTAL L. KLINE, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103043  
NO: 07-1212-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: LARRY P. KLINE and CRYSTAL L. KLINE a/k/a CRYSTAL KLINE

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ	1983	20.00
SHERIFF HAWKINS	BCCZ	1983	47.90

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

FILED *Atty pol. 20.00*  
m 14:00/61  
NOV 26 2007 *Notice to Defs.*  
William A. Shaw  
Prothonotary/Clerk of Courts  
*Statement to Atty*  
*(GIC)*

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

No. 07-1212-CD

Type of Pleading: PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

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

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of ***EIGHTY-ONE THOUSAND FIVE HUNDRED SEVENTEEN AND 73/100 (\$81,517.73) DOLLARS*** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Date: *11-21-07*

*Alan F. Kirk*  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the above named Defendants on September 11, 2007, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

Date: *11-21-07*

*Alan F. Kirk*  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

7005 0390 0005 0664 3781

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	\$ 41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.81
Postmark Here	
Sent To Mr. Larry P. Kline	
Street, Apt. No. or PO Box No. 1174 Carbon Mine Road	
City, State, ZIP+4 Clearfield, PA 16830	
PS Form 3800, June 2002 See Reverse for Instructions	

7005 0390 0005 0664 3774

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	\$ 41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.81
Postmark Here	
Sent To Mrs. Crystal L. Kline	
Street, Apt. No. or PO Box No. 156 Hidden Valley Lane	
City, State, ZIP+4 Clearfield, PA 16830	
PS Form 3800, June 2002 See Reverse for Instructions	

## SENDER: COMPLETE THIS SECTION

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

## 1. Article Addressed to:

Mr. Larry P. Kline  
1174 Carbon Mine Rd.  
Clearfield, PA 16830

2. Article Number  
(Transfer from service label)

7005 0390 0005 0664 3781

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

## COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Donra Gallaher ☐ Agent ☐ Addressee
- B. Received by (Printed Name) ☒ Donra Gallaher C. Date of Delivery 9-17-07
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

3. Service Type
- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

## 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:

Mrs. Crystal Kline  
156 Hidden Valley Lane  
Clearfield, PA 16830

2. Article Number  
(Transfer from service label)

7005 0390 0005 0664 3774

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-2509

## COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Crystal Kline ☐ Agent ☐ Addressee
- B. Received by (Printed Name) ☒ Crystal Kline C. Date of Delivery 9-18-07
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

3. Service Type
- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 07-1212-CD

Type of Pleading: 10 DAY NOTICE

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

Filed on Behalf of: Plaintiff

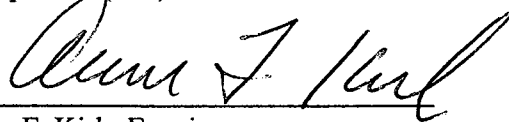
Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051 - Fax  
[akirk@bccz.com](mailto:akirk@bccz.com)

**IMPORTANT NOTICE**

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

Date: 9-11-07

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



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

Larry P. Kline- Certified Mail #7005 0390 0005 0664 3781 and First Class U.S. Mail, Return Receipt  
Crystal L. Kline - Certified Mail #7005 0390 0005 0664 3774 and First Class U.S. Mail, Return Receipt

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 07-1212-CD

Type of Pleading: 10 DAY NOTICE

Filed on Behalf of: Plaintiff

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

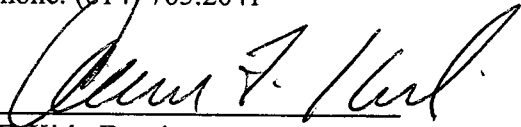
Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051 - Fax  
[akirk@bccz.com](mailto:akirk@bccz.com)

**IMPORTANT NOTICE**

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

Date: 9-11-07

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

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

Larry P. Kline- Certified Mail #7005 0390 0005 0664 3781 and First Class U.S. Mail, Return Receipt  
Crystal L. Kline - Certified Mail #7005 0390 0005 0664 3774 and First Class U.S. Mail, Return Receipt

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

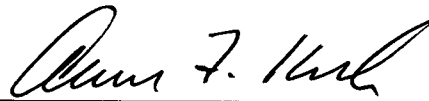
CLEARFIELD BANK AND TRUST COMPANY,	:	No. 07-1212-CD
	:	
Plaintiff	:	
	:	Type of Pleading:
vs.	:	ENTRY OF DEFAULT JUDGMENT
	:	
	:	Filed on Behalf of: Plaintiff
LARRY P. KLINE and CRYSTAL L. KLINE	:	
a/k/a CRYSTAL KLINE	:	
	:	
Defendants	:	<u>Counsel of Record for this Party:</u>
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC.
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055/ (814) 867.8051-Fax

**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named Defendants pursuant to the enclosed  
Certificate of Judgment of **Clearfield County Docket No. 07-1212-CD** in the principal amount  
of **\$81,517.73** together with interest and costs of suit.

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

Dated: 11-21-07

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

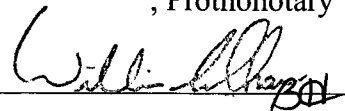
COPY

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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 07-1212-CD
	:	
Plaintiff	:	
	:	Type of Pleading:
vs.	:	ENTRY OF DEFAULT JUDGMENT
	:	
	:	Filed on Behalf of: Plaintiff
	:	
LARRY P. KLINE and CRYSTAL L. KLINE a/k/a CRYSTAL KLINE	:	
	:	
	:	
Defendants	:	<u>Counsel of Record for this Party:</u>
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC.
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055/ (814) 867.8051-Fax
TO: Mr. Larry P. Kline 1174 Carbon Mine Road Clearfield, PA 16830	:	

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 81,517.73 on November 26, 2007.

, Prothonotary

  
\_\_\_\_\_



COPY


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

CLEARFIELD BANK AND TRUST COMPANY,	:	No. 07-1212-CD
	:	
Plaintiff	:	
	:	Type of Pleading:
vs.	:	ENTRY OF DEFAULT JUDGMENT
	:	
	:	Filed on Behalf of: Plaintiff
LARRY P. KLINE and CRYSTAL L. KLINE	:	
a/k/a CRYSTAL KLINE	:	
	:	
Defendants	:	<u>Counsel of Record for this Party:</u>
	:	BABST, CALLAND, CLEMENTS AND
	:	ZOMNIR, PC.
	:	ALAN F. KIRK, ESQUIRE
	:	Supreme Court # 36893
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	(814) 867.8055/ (814) 867.8051-Fax

TO: **Ms. Crystal L. Kline a/k/a Crystal Kline**  
**156 Hidden Valley Lane**  
**Clearfield, PA 16830**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 81,517.73 on November 26, 2007.

, Prothonotary

  
\_\_\_\_\_

COPY

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

Clearfield Bank and Trust Company  
Plaintiff(s)

No.: 2007-01212-CD

Real Debt: \$81,517.73

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Larry P. Kline  
Crystal L. Kline  
Defendant(s)

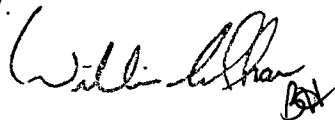
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 26, 2007

Expires: November 26, 2012

Certified from the record this 26th day of November, 2007.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 07-1212-CD

Type of Pleading: PRAECIPE FOR WRIT  
OF EXECUTION

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

Filed on Behalf of: Plaintiff

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

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$81,517.73**

Plus continuing interest on the principal balance from November 26, 2007, plus costs.

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

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

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

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, P.C.



Alan F. Kirk, Esquire  
Attorney for Plaintiff

Dated: 1-7-08

**FILED**  
m 12:17 PM  
JAN 10 2008  
William A. Shaw  
Prothonotary/Clerk of Courts  
2cc @ Le wirts to Sheriff  
20.00  
GP

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 07-1212-CD

Type of Pleading: WRIT OF EXECUTION

Filed on Behalf of: Plaintiff

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

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

WRIT OF EXECUTION  
NOTICE

**TO: Mr. Larry P. Kline**  
**1174 Caron Mine Road**  
**Clearfield, PA 16830**

**Ms. Crystal L. Kline a/k/a Crystal Kline**  
**156 Hidden Valley Lane**  
**Clearfield, PA 16830**

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

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

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

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

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

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

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1212-CD

Plaintiff

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

**CLAIM FOR EXEMPTION**

To the Sheriff of Clearfield County:

We, the above named Defendants, **LARRY P. KLINE AND CRYSTAL L. KLINE a/k/a CRYSTAL KLINE**, claim exemption of property from levy or attachment:

- (1) From my personal property in my possession which has been levied upon,
  - (a) I desire that my \$300 statutory exemption be
    - (i) Set aside in kind (specify property to be set aside in kind):  
\_\_\_\_\_  
\_\_\_\_\_;
    - (ii) Paid in cash following the sale of the property levied upon; or
  - (b) I claim the following exemption (specify property and basis of exemption): \_\_\_\_\_;  
\_\_\_\_\_;
- (2) From my property which is in the possession of a third party, I claim the following exemptions:
  - (a) My \$300 statutory exemption: \_\_\_\_\_ in cash: \_\_\_\_\_ in kind (specify property): \_\_\_\_\_  
\_\_\_\_\_
  - (b) Social Security benefits on deposit in the amount of \$ \_\_\_\_\_;
  - (c) Other (specify amount and basis of exemption): \_\_\_\_\_  
\_\_\_\_\_

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

should be given to me at \_\_\_\_\_

\_\_\_\_\_  
(address)

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

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

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

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

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

**THE SHERIFF OF CLEARFIELD COUNTY:**

**CLEARFIELD COUNTY COURTHOUSE**

**(814)765.2641**

**Exhibit "A"**

**ALL** that certain piece or parcel of land situate in the Township of centerline of Township Route No. 17037; thence in a southeasterly direction one hundred ten (110) feet to an iron pin; thence in an easterly direction one hundred fifty (150) feet to an iron pin; thence in a northeasterly direction one hundred fifty-six (156) feet to an iron pin which is sixteen (16) feet from the centerline of Township Route 17037 ; thence along said Route two hundred ten (210) feet to an iron pin and the place of beginning. Containing .65 acres, more or less and being our a larger tract owned by Harry R. And Judith N. McGarry.

**BEING** further identified in the Assessment Records of Clearfield County as Tax Parcel No. 126-0-H11-000-00053.

**BEING** the same premises granted and conveyed by Deed of Timothy R. McGarry and Janet E. McGarry, husband and wife, to Larry P. Kline and Crystal L. Kline, husband and wife, dated November 22, 1994, and recorded in the Office of the Recorder of Clearfield County in Volume 1645, Page 316.



**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**Larry P. Kline  
1174 Caron Mine Road  
Clearfield, PA 16830**

**Crystal L. Kline a/k/a Crystal Kline  
156 Hidden Valley Lane  
Clearfield, PA 16830**

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

**Larry P. Kline  
1174 Caron Mine Road  
Clearfield, PA 16830**

**Crystal L. Kline a/k/a Crystal Kline  
156 Hidden Valley Lane  
Clearfield, PA 16830**

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

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

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

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

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

**None**

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

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

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

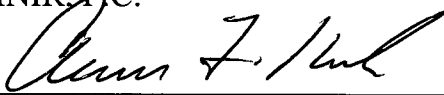
**None**

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

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, P.C.

Dated:

1-7-08



Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1212-CD

Plaintiff

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

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

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County,  
*Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the* \_\_\_\_\_  
\_\_\_\_\_ on \_\_\_\_\_  
\_\_\_\_\_, 2008 at \_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

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

**NOTICE**

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

CHESTER A. HAWKINS, SHERIFF

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

Clearfield Bank and Trust Company

Vs.

NO.: 2007-01212-CD

Larry P. Kline and Crystal L. Kline, ak/a Crystal Kline

COPY

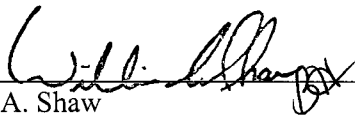
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

- (1) See Exhibit "A"

AMOUNT DUE/PRINCIPAL: \$81,517.73  
INTEREST-Continuing on the principal  
balance from November 26, 2007  
ATTY'S COMM: \$  
DATE: 01/10/2008

PROTH. COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$

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

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

\_\_\_\_\_  
Sheriff

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

**Exhibit "A"**

**ALL** that certain piece or parcel of land situate in the Township of centerline of Township Route No. 17037; thence in a southeasterly direction one hundred ten (110) feet to an iron pin; thence in an easterly direction one hundred fifty (150) feet to an iron pin; thence in a northeasterly direction one hundred fifty-six (156) feet to an iron pin which is sixteen (16) feet from the centerline of Township Route 17037 ; thence along said Route two hundred ten (210) feet to an iron pin and the place of beginning. Containing .65 acres, more or less and being our a larger tract owned by Harry R. And Judith N. McGarry.

**BEING** further identified in the Assessment Records of Clearfield County as Tax Parcel No. 126-0-H11-000-00053.

**BEING** the same premises granted and conveyed by Deed of Timothy R. McGarry and Janet E. McGarry, husband and wife, to Larry P. Kline and Crystal L. Kline, husband and wife, dated November 22, 1994, and recorded in the Office of the Recorder of Clearfield County in Volume 1645, Page 316.

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

FILED <sup>no cc</sup>  
MAY 05 2008  
MAY 11 2 16 PM

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1212-CD

William A. Shaw  
Prothonotary/Clerk of Courts

Plaintiff

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

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

**AFFIDAVIT PURSUANT TO RULE 3129**

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

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

Date: 5-1-08

BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.

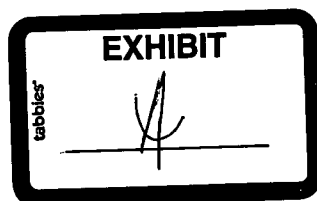
By: 

Alan F. Kirk, Esquire  
Attorney for Plaintiff

ALL that certain piece or parcel of land situate in the Township of Pike, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin which is sixteen (16') feet from the centerline of Township Route No. 17037; thence in a southeasterly direction one hundred ten (110) feet to an iron pin; thence in an easterly direction one hundred fifty (150') feet to an iron pin; thence in a northeasterly direction one hundred fifty-six (156') feet to an iron pin which is sixteen (16') feet from the centerline of Township Route 17037; thence along said Route two hundred ten (210') feet to an iron pin and the place of beginning. Containing .65 acres, more or less and being out of a larger tract owned by Harry R. and Judith N. McGarry.

Being the same premises conveyed by deed of Timothy R. McGarry and Janet E. McGarry, husband and wife, to Larry P. Kline and Crystal L. Kline, husband and wife, dated November 22, 1994, and recorded in the Office of the Recorder of Clearfield County in Volume 1645, page 316.



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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 07-1212-CD

Type of Pleading: AFFIDAVIT OF  
SERVICE

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

Filed on Behalf of: Plaintiff

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

**AFFIDAVIT OF SERVICE**

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 1<sup>ST</sup> day of **May 2008**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

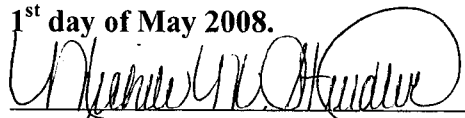
Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

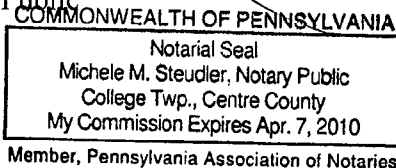
BABST, CALLAND, CLEMENTS,  
AND ZOMNIR, P.C.

By: 

Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
**1<sup>st</sup> day of May 2008.**

  
Notary Public





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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1212-CD

Plaintiff

LARRY P. KLINE and CRYSTAL L. KLINE  
a/k/a CRYSTAL KLINE

Defendants

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

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

DATE: **May 1, 2008**

TO: **All Parties in Interest And Claimants**

OWNER(S): **Larry P. Kline and Crystal L. Kline a/k/a Crystal Kline**

PROPERTY: **64 Bloomington Glen Richey Highway, Curwensville, Clearfield County, PA**

The above-captioned property is scheduled to be sold at the **Clearfield County Sheriff Sale on June 6, 2008 at 10:00 a.m. in the Clearfield County Courthouse, 1 North Second Street, Clearfield, Pennsylvania.** Our records indicate that you may hold a mortgage or judgments and liens on, and/or other interests in the property which will be extinguished by the sale. You may wish to attend the sale to protect your interests.

A schedule of distribution will be filed by the Sheriff on a date specified by the sheriff not later than 30 days after sale. Distribution will be made in accordance with the schedule unless exceptions are filed thereto within 10 days after the filing of the schedule.





CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

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

March 31, 2008

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

BABST, CALLAND, CLEMENTS AND ZOMNIR, PC  
328 INNOVATION BOULEVARD, SUITE 200  
STATE COLLEGE, PA 16803

RE: CLEARFIELD BANK AND TRUST COMPANY

vs.

LARRY P. KLINE AND CRYSTAL L. KLINE A/K/A CRYSTAL KLINE

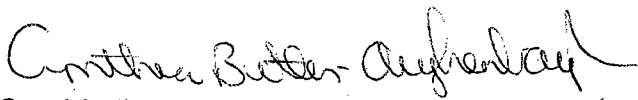
NO 07-1212-CD

Dear ALAN F. KIRK, ESQ.:

This is notice that a Sheriff Sale that was scheduled for April 04, 2008, has now been rescheduled for Friday, June 6, 2008 at 10:00 A.M. in our office.

You must have a representative present at the sale or it will be returned as abandoned. If you have any questions, please feel free to call me at 814-765-2641, ext. 1361. Thank you.

Sincerely,

  
Cynthia Butler-Aughenbaugh  
Office Manager

Enclosure

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

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

**OFFICIAL USE**

Postage	\$ .41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	/
Total Postage & Fees	\$ 5.21

Sent To Mr. Harry P. Kline  
 Street, Apt. No., or PO Box No. 1174 Country Club Road  
 City, State, ZIP+4 Cleveland, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

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

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

**OFFICIAL USE**

Postage	\$ .41
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	/
Total Postage & Fees	\$ 5.21

Sent To Mr. Crystal R. Kline aka Crystal Kline  
 Street, Apt. No., or PO Box No. 156 Widden Valley Lane  
 City, State, ZIP+4 Cleveland, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

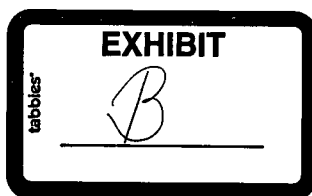
U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**


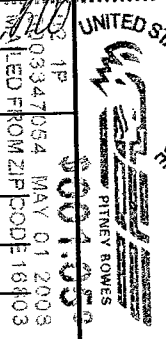
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

Received From: 338 Linnator Boulevard, Ste 706  
State College, PA 16803


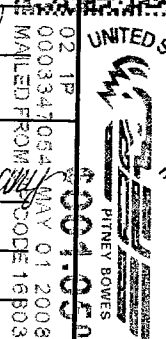
One piece of ordinary mail addressed to:  
Mr. Crystal R. Kline aka Crystal Kline  
156 Widden Valley Lane  
Cleveland, PA 16830

PS Form 3817, January 2001


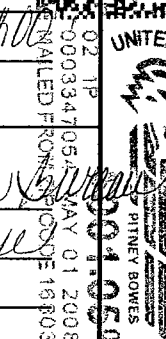


U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<i>BCCZ</i> <i>338 Innovator Boulevard Ste. 100</i> <i>State College, PA 16830</i>			
One piece of ordinary mail addressed to:			
<i>Mr. David P. Kline</i> <i>1674 Carson YKine Road</i> <i>Clearfield, PA 16830</i>			

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<i>BCCZ</i> <i>338 Innovator Blvd. Ste. 100</i> <i>State College, PA 16803</i>			
One piece of ordinary mail addressed to:			
<i>Clearfield Bank and Trust Company</i> <i>Attn: Dave Kurtz</i> <i>17 N. Second St., P.O. Box 171</i> <i>Clearfield, PA 16830</i>			

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
<i>BCCZ</i> <i>338 Innovator Blvd. Ste. 100</i> <i>State College, PA 16830</i>			
One piece of ordinary mail addressed to:			
<i>Clearfield County Tax Claim Services</i> <i>Clearfield County Courthouse</i> <i>Clearfield, PA 16830</i>			

PS Form 3817, January 2001

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**Larry P. Kline  
1174 Carbon Mine Road  
Clearfield, PA 16830**

**Crystal L. Kline a/k/a Crystal Kline  
156 Hidden Valley Lane  
Clearfield, PA 16830**

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

**Larry P. Kline  
1174 Carbon Mine Road  
Clearfield, PA 16830**

**Crystal L. Kline a/k/a Crystal Kline  
156 Hidden Valley Lane  
Clearfield, PA 16830**

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

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

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

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

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

**None**

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

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

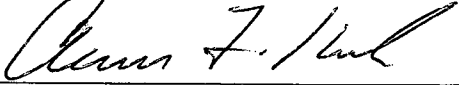
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

**None**

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

**BABST, CALLAND, CLEMENTS AND  
ZOMNIR, P.C.**

Dated: 1-7-08

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20714  
NO: 07-1212-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: LARRY P. KLINE AND CRYSTAL L. KLINE A/K/A CRYSTAL KLINE

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 1/10/2008

LEVY TAKEN 1/29/2008 @ 1:52 PM

POSTED 1/29/2008 @ 1:52 PM

SALE HELD 6/6/2008

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 7/18/2008

DATE DEED FILED 7/18/2008

PROPERTY ADDRESS 64 BLOOMINGTON-GLEN RICHEY HIGHWAY CURWENSVILLE , PA 16833

**FILED**  
07:45 PM  
JUL 17 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

**SERVICES**

1/30/2008 @ 1:30 AM SERVED LARRY P. KLINE

SERVED LARRY P. KLINE, DEFENDANT, AT HIS RESIDENCE 1174 CARBON MINE ROAD, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LARRY P. KLINE

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.

2/4/2008 @ 8:24 AM SERVED CRYSTAL L. KLINE A/K/A CRYSTAL KLINE

SERVED CRYSTAL L. KLINE A/K/A CRYSTAL KLINE, DEFENDANT, AT HER RESIDENCE 156 HIDDEN VALLEY LANE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CRYSTAL L. KLINE

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

@ SERVED

NOW, MARCH 14, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY'S TO CONTINUE THE SHERIFF SALE SCHEDULED FOR APRIL 4, 2008 TO JUNE 6, 2008.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20714  
NO: 07-1212-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

VS.

DEFENDANT: LARRY P. KLINE AND CRYSTAL L. KLINE A/K/A CRYSTAL KLINE

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$232.21

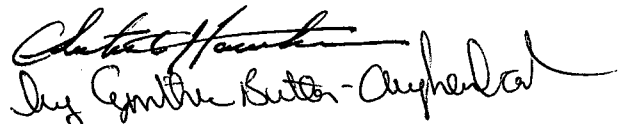
SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2008

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff



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

Clearfield Bank and Trust Company

Vs.

NO.: 2007-01212-CD

Larry P. Kline and Crystal L. Kline, ak/a Crystal Kline

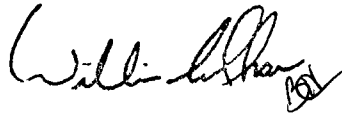
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following described property:

- (1) See Exhibit "A"

AMOUNT DUE/PRINCIPAL: \$81,517.73  
INTEREST-Continuing on the principal  
balance from November 26, 2007  
ATTY'S COMM: \$  
DATE: 01/10/2008

PROTH. COSTS PAID: \$125.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 10<sup>th</sup> day  
of January A.D. 2008  
At 3.00 A.M. PM

Charles A. Hausch  
Sheriff by Cynthia R. Burt - Clearfield

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

**Exhibit "A"**

**ALL** that certain piece or parcel of land situate in the Township of centerline of Township Route No. 17037; thence in a southeasterly direction one hundred ten (110) feet to an iron pin; thence in an easterly direction one hundred fifty (150) feet to an iron pin; thence in a northeasterly direction one hundred fifty-six (156) feet to an iron pin which is sixteen (16) feet from the centerline of Township Route 17037 ; thence along said Route two hundred ten (210) feet to an iron pin and the place of beginning. Containing .65 acres, more or less and being our a larger tract owned by Harry R. And Judith N. McGarry.

**BEING** further identified in the Assessment Records of Clearfield County as Tax Parcel No. 126-0-H11-000-00053.

**BEING** the same premises granted and conveyed by Deed of Timothy R. McGarry and Janet E. McGarry, husband and wife, to Larry P. Kline and Crystal L. Kline, husband and wife, dated November 22, 1994, and recorded in the Office of the Recorder of Clearfield County in Volume 1645, Page 316.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LARRY P. KLINE

NO. 07-1212-CD

NOW, July 17, 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 June 06, 2008, I exposed the within described real estate of Larry P. Kline And Crystal L. Kline A/K/A Crystal Kline to public venue or outcry at which time and place I sold the same to CLEARFIELD BANK AND TRUST COMPANY 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	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	6.06
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.15
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	2.00
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$232.21</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$29.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	81,517.73
INTEREST @ %	0.00
FROM 11/26/2007 TO 06/06/2008	

PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	

<b>TOTAL DEBT AND INTEREST</b>	<b>\$81,557.73</b>
--------------------------------	--------------------

**COSTS:**

ADVERTISING	331.54
TAXES - COLLECTOR	474.46
TAXES - TAX CLAIM	3,561.06
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	232.21
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$5,042.27</b>

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

CHESTER A. HAWKINS, Sheriff



BABST | CALLAND | CLEMENTS | ZOMNIR  
A PROFESSIONAL CORPORATION

ALAN F. KIRK  
Attorney at Law  
T 814.235.8420  
akirk@bccz.com

March 14, 2008

**VIA FAX #765,5915**

Chester A. Hawkins, Sheriff  
230 E. Market Street  
Clearfield County Courthouse  
Clearfield, PA 16830

**Re: Clearfield Bank & Trust Company v. Larry P. Kline and Crystal L. Kline  
a/k/a Crystal Kline  
Docket No. 07-1212-CD**

Dear Mr. Hawkins:

Due to our office not receiving the Notice of Sale from the Sheriff's office, would you please postpone the Sheriff Sale that was scheduled for Friday, April 4, 2008 to the next available date in the above matter as discussed with Cindy in your office. Thank you for your cooperation in this matter.

Sincerely,

Michele M. Steudler, Paralegal to  
Alan F. Kirk, Esquire

xc: Lori Kurtz, Clearfield Bank and Trust Company

*Spoke with Lori Bank informed her notice was sent to the atty. on Jan. 22, 08*