

07-1470-CD  
Clfd B&T vs James A. Hoover et al

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M.  
HOOVER OPALASKI

Defendants

No. *07-1470-CD*

Type of Pleading: COMPLAINT  
IN FORECLOSURE

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  
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**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

**FILED** Atty pd. 85.00  
11/4/2007 SEP 10 2007  
3 CC Sheriff  
JW

William A. Shaw  
Prothonotary/Clerk of Courts

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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 JAMES A. HOOVER, with a mailing address of 605 Schofield Street, Curwensville, Pennsylvania 16833 and a property address of 617

Susquehanna Avenue, Curwensville, Pennsylvania 16833 and DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALSKI, with a mailing address of 347 Bailey Road, Curwensville, Pennsylvania 16833 and a property address of 617 Susquehanna Avenue, Curwensville, Pennsylvania 16833.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated , in the principal amount of \$34,850.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Record Book 1868, Page 93 on August 29, 1997.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Second Ward of the Borough of Curwensville, 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 \$34,850.00 as set forth in Promissory Note dated August 29, 1997.. 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 11, 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 Defendants have not availed themselves 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:

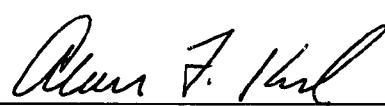
(a)	Principal Balance	\$ 25,622.40
(b)	Interest per diem of 6.01935 from 1/28/07 to 9/5/07	\$ 1,369.01
(c)	Late Charges	\$ 326.56
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,562.24</u>
	<b>FINAL TOTAL</b>	<b>\$ 29,908.71</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$29,908.71** plus interest at **9.00%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.

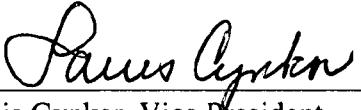
Date: **September 5, 2007**

  
\_\_\_\_\_  
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: \_\_\_\_\_

I hereby certify that this document  
is recorded in the Record Office of  
Clearfield County, Pennsylvania.

DL 1868 PAGE 93



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 9:00 AM 8-21-97  
BY *Mark Weaver*  
FEES *19.50*  
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 29, 1997. The mortgagor is James A. Hoover and Dawn M. Hoover ("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under the laws of Pennsylvania, and whose address is Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Thirty-four Thousand Eight Hundred Fifty and 00/100 Dollars (U.S. \$34,850.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 29, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the Borough of Curwensville, Clearfield County, Pennsylvania:

(See attached description)

which has the address of 617 Susquehanna Avenue, Curwensville,  
[Street] (City)

Pennsylvania 16833 ("Property Address");  
[Zip Code]

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

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

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

Form 3039 (9/90) (page 1 of 4 pages)

EXHIBIT

tables

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

insurance previously in effect, from an alter mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

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

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

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

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

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

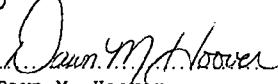
27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument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

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

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

Witnesses:

  
James A. Hoover ..... (Seal)  
James A. Hoover —Borrower

  
Dawn M. Hoover ..... (Seal)  
Dawn M. Hoover —Borrower

[Space Below This Line For Acknowledgment]

Commonwealth of Pennsylvania, Clearfield County ss:

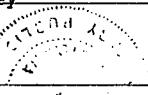
On this, the 29th day of August, 1997, before me, notary public  
the undersigned officer, personally appeared James A. & Dawn M. Hoover, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal  
Jill A. Wasilko, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Nov. 15, 1999

I hereby certify that the precise address of the within Mortgagor (Lender) is

  
Title of Officer  
P.O. Box 171, Clearfield, PA 16830  
Title of Officer

**ALL that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:**

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence South sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122 North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning. Being Lot No. 121 in the Hugh M. Irvin plot or plan of lots of the South side of Curwensville Borough.

**BEING** the same premises conveyed to the Mortgagors herein by Deed dated December 18, 1995 and recorded in Clearfield County Deed and Record Book Volume 1726, page 100.

## Environmental Hazards.

VOL 1868 PAGE 95

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

**ALL** that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60 ) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence south sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122, North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning.

**BEING** Lot No. 121 in the Hugh M. Irvin plot or plan of lots of the South side of Curwensville Borough.

**BEING** the same premises granted and conveyed to James A. Hoover and Dawn M. Hoover, husband and wife, from Lawrence D. Stiver, by and through his attorney-in-fact Sharon L. Dick by Deed dated December 18, 1995 and recorded in Clearfield County Volume 1726, Page 100.



# NOTE

077919

US \$ 34,850.00

August 29, 1997

Clearfield, Pennsylvania  
City

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

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830

, or order, the principal sum of

Thirty-four Thousand Eight Hundred Fifty and 00/100----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 9.00% percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of Three Hundred Thirteen and 55/100-- Dollars (US \$

313.55 ) . on the 29th day of each month beginning

September 29, 1997. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

August 29, 2017.

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

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

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

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

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

The indebtedness evidenced by this Note is secured by a Mortgage, dated August 29, 1997, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

James A. Hoover  
James A. Hoover  
Dawn M. Hoover  
Dawn M. Hoover

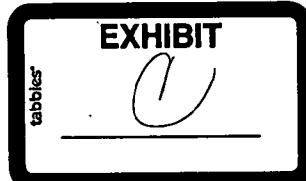
617 Susquehanna Avenue, Curwensville,

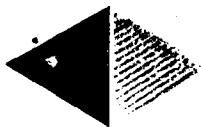
Property Address PA 16833

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

(Execute Original Only)

CPC-155





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

CLEARFIELD BANK  
&  
TRUST COMPANY

## ACT 91 NOTICE

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

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

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

This Notice explains how the program works.

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

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

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

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

EXHIBIT

tabler

D

<b>HOMEOWNER'S NAME(S):</b>	<u>James A. Hoover</u> <u>Dawn M. Hoover</u>
<b>MAILING ADDRESS:</b>	<u>605 Schofield St.</u> <u>Curwensville, PA 16833</u>
<b>ACCT. NO.:</b>	<u>2077919</u>
<b>ORIGINAL LENDER:</b>	<u>Clearfield Bank &amp; Trust Company</u>
<b>CURRENT LENDER/SERVICER:</b>	<u>Clearfield Bank &amp; Trust Company</u>
<b>DATE:</b>	<u>June 11, 2007</u>

### **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, 617 Susquehanna Ave., 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 February, March, April, @ \$371.97 = \$1,115.91

Late or Other Charges (explain/itemize): \$279.52

**TOTAL AMOUNT PAST DUE: \$1,395.43**

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 \$1,395.43**, 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

---

**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 you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and 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><u>Name of Lender:</u></b>	<b><u>CLEARFIELD BANK AND TRUST COMPANY</u></b>
<b><u>Address:</u></b>	<b><u>11 N. 2ND STREET, P.O. BOX 171</u></b>
	<b><u>CLEARFIELD, PA 16830</u></b>
<b><u>Phone Number:</u></b>	<b><u>(814) 765-7551 OR 1-888-765-7551</u></b>
<b><u>Fax Number:</u></b>	<b><u>(814) 765-2943</u></b>
<b><u>Contact Person:</u></b>	<b><u>LORI A. KURTZ</u></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.afn.ll.lcontent/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.



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

CLEARFIELD BANK  
&  
TRUST COMPANY

## ACT 91 NOTICE

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HOMEOWNER'S NAME(S): James A. Hoover  
Dawn M. Hoover

MAILING ADDRESS: 347 Bailey Rd.  
Curwensville, PA 16833

ACCT. NO.: 2077919

ORIGINAL LENDER: Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company

DATE: June 11, 2007

#### HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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- \* 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, 617 Susquehanna Ave., 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 February, March, April, @ \$371.97 = \$1,115.91

Late or Other Charges (explain/itemize): \$279.52

**TOTAL AMOUNT PAST DUE: \$1,395.43**

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 \$1,395.43**, 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

---

**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 you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and 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:**

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

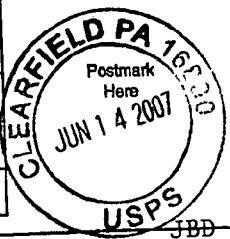


U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent to

James A. Hoover  
Street, Apt. No.: 605 Schofield St.  
or PO Box No.:  
City, State, ZIP+4: Curwensville, PA 16833

PS Form 3800, August 2006

See Reverse for Instructions

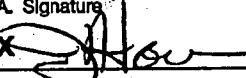
SENDER: COMPLETE THIS SECTION

- 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:

James A. Hoover  
605 Schofield St.  
Curwensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Signature		<input type="checkbox"/> Agent
		<input type="checkbox"/> Addressee
B. Received by (Printed Name)	James Hoover	C. Date of Delivery
		10/20/07
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No		

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

4. Restricted Delivery? (Extra Fee)  Yes

7006 3450 0003 9552 2526

2. Article Number:

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

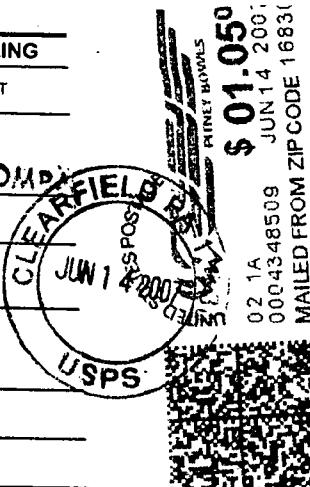
CLEARFIELD BANK & TRUST COMPANY  
11 NORTH SECOND STREET  
P. O. BOX 171  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

James A. Hoover

605 Schofield St.

Curwensville, PA 16833



2137  
9552 0003 3450 0006

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

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

**OFFICIAL USE**

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

**CLEARFIELD PA 16830**  
Postmark  
Here  
JUN 14 2007  
USPS JBD

**Sent To:** Dawn Opaliski  
Street, Apt. No.:  
or PO Box No. 347 Bailey Rd.  
City, State, ZIP+4  
Curwensville, PA 16833

PS Form 3800, August 2006 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:

Dawn Opaliski  
347 Bailey Rd.  
Curwensville, PA 16833

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	<input checked="" type="checkbox"/> Agent
X <i>Dawn M. Opaliski</i>	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
Dawn	Opaliski 6/23/07
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	

3. Service Type	
<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number  
(Transfer from service label)

7006 3450 0003 9552 2137

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

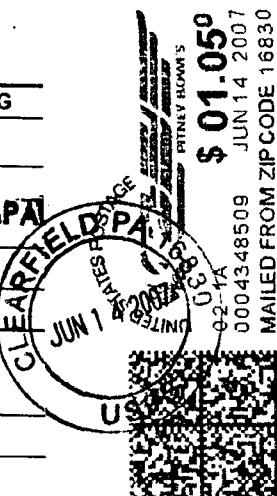
**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**

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

Received From: **CLEARFIELD BANK & TRUST COMPANY**  
11 NORTH SECOND STREET  
P. O. BOX 121  
CLEARFIELD, PA 16830

One piece of ordinary mail addressed to:

Dawn Opaliski  
347 Bailey Rd.  
Curwensville, PA 16833



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff,

vs.

JAMES A. HOOVER and DAWN M.  
HOOVER, a/k/a DAWN M. OPALISKI,  
Defendants.

vs.

STATE FARM INSURANCE COMPANY,  
Additional Defendant

CIVIL ACTION—LAW

No. 2007-1470-CD

**PRAECIPE FOR ISSUANCE OF A  
WRIT TO JOIN AN ADDITIONAL  
DEFENDANT**

Filed on Behalf of: Defendant, Dawn M.  
Hoover, a/k/a Dawn M. Opaliski

Counsel of Record For This Party:

JOSEPH COLAVECCHI, ESQUIRE  
Pa. I. D. #06810

Colavecchi & Colavecchi  
221 East Market Street  
P. O. Box 131  
Clearfield, PA 16830

814/765-1566

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED 4cc Attn  
010:32 AM  
SEP 24 2007  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK & TRUST	:	CIVIL ACTION - LAW
COMPANY,	:	
Plaintiff,	:	
vs.	:	No. 2007-1470-CD
JAMES A. HOOVER and DAWN M.	:	
HOOVER, a/k/a DAWN M. OPALISKI,	:	
Defendants.	:	
vs.	:	
STATE FARM INSURANCE COMPANY,	:	
Additional Defendant.	:	

**PRAECIPE FOR ISSUANCE OF A WRIT TO JOIN AN ADDITIONAL DEFENDANT**

TO: WILLIAM A. SHAW, PROTHONOTARY

Kindly issue a Writ to Join State Farm Insurance Company, c/o Larry Kletter, CPCU, Claim Representative, State Farm Insurance, Southpointe Operations Center, 555 Southpointe Blvd., 3<sup>rd</sup> Floor, Canonsburg, PA 15317 as an additional Defendant in this action.

Date: 9/24/07



JOSEPH COLAVECCHI, ESQUIRE  
Attorney for Dawn M. Hoover, a/k/a  
Dawn M. Opaliski  
221 East Market Street  
Clearfield, PA 16830  
(814) 765-1566

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

CLEARFIELD BANK & TRUST COMPANY,  
Plaintiff,

vs.

JAMES A. HOOVER, and DAWN M.  
HOOVER, a/k/a DAWN M. OPALISKI,  
Defendants,

vs.

STATE FARM INSURANCE COMPANY,  
Additional Defendant

PRAECIPE FOR ISSUANCE OF A WRIT  
TO JOIN AN ADDITIONAL DEFENDANT

2007-1470-CD

**COLAVECCHI & COLAVECCHI**

ATTORNEYS AT LAW

221 EAST MARKET STREET

(ACROSS FROM COURTHOUSE)

P. O. BOX 131  
CLEARFIELD, PA 16830

**FILED**

SEP 2 2007

William A. Shaw  
Prothonotary/Clerk of Courts

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

COPY

**WRIT TO JOIN ADDITIONAL DEFENDANT**

Clearfield Bank & Trust Company  
Plaintiff(s)

Vs.

No. 2007-1470-CD

James A. Hoover and Dawn M. Hoover, a/k/a Dawn M. Opaliski  
Defendant(s)

Vs.

State Farm Insurance Company  
Additional Defendant(s)

TO: State Farm Insurance Company

You are notified that James A. Hoover and Dawn M. Hoover, a/k/a Dawn M. Opaliski, has joined you as an additional defendant in this action, which you are required to defend.

Dated: September 24, 2007



lm

\_\_\_\_\_  
Prothonotary

Joseph Colavecchi Esq.  
221 Market Street  
Clearfield, PA 16830  
814-765-1566

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

FILED NO<sup>c</sup>  
M 11/30/07  
DEC 21 2007 (6)

William A. Shaw  
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST : NO. 07-1470-CD  
COMPANY, :  
Plaintiff : Type of Pleading: Petition To Direct Sheriff  
vs. : To File Return of Service  
: Filed on Behalf of: Plaintiff  
JAMES A. HOOVER AND DAWN M. :  
HOOVER A/K/A DAWN M. HOOVER : Counsel of Record For This Party:  
OPALASKI : BABST, CALLAND, CLEMENTS AND  
Defendants : ZOMNIR PC.  
: Alan F. Kirk, Esquire  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: Telephone: 814.867.8055  
: Fax: 814.867.8051  
: E-mail: akirk@bccz.com

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

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

1. Petitioner, Clearfield Bank and 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 September 10, 2007, Petitioner filed a Complaint in Mortgage Foreclosure at the above-referenced docket number against the Defendants, James A. Hoover and Dawn M. Hoover a/k/a Dawn M. Opalaski (hereinafter referred to as "Defendants").
3. Defendants both reside in Curwensville, Clearfield County, Pennsylvania.

4. Plaintiff has directed the Sheriff of Clearfield County to serve the Complaint in Mortgage Foreclosure upon the Defendants, James A. Hoover and Dawn M. Hoover a/k/a Dawn M. Hoover Opalaski.

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 \$29,000.00 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 and 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, **JAMES A. HOOVER AND DAWN M. HOOVER a/k/a DAWN M. HOOVER OPALASKI** 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 AND ZOMNIR, PC.

Date: 1/19/01

By: Ann F. Kirk

Alan F. Kirk, Esquire  
Attorney for Plaintiff  
Pa. ID: 36893  
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 AND  
ZOMNIR, PC.

By: *Alan F. Kirk*  
Alan F. Kirk, Esquire

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

CLEARFIELD BANK AND TRUST	:	NO. 07-1470-CD
COMPANY,	:	
Plaintiff	:	
	:	
vs.	:	
	:	
JAMES A. HOOVER AND DAWN M.	:	
HOOVER A/K/A DAWN M. HOOVER	:	
OPALASKI	:	
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 19<sup>th</sup> day of December 2007, by first-class  
U.S. Mail, postage prepaid on the following:

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

*James A Hoover  
605 Schofield Street  
Curwensville, PA 16833*

*Dawn M. Hoover a/k/a Dawn M. Hoover Opalaski  
347 Bailey Road  
Curwensville, PA 16833*

*Joseph Colavecchi, Esquire  
Colavecchi & Colavecchi, Esquire  
221 East Market Street  
Clearfield, PA 16830*



Michele M. Steudler, Paralegal to  
Alan F. Kirk, Esquire  
Counsel for the Plaintiff

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

CLEARFIELD BANK AND TRUST : NO. 07-1470-CD  
COMPANY, :  
Plaintiff :  
vs. :  
JAMES A. HOOVER AND DAWN M. :  
HOOVER A/K/A DAWN M. HOOVER :  
OPALASKI :  
Defendants :  
:

CA  
FILED

DEC 24 2007

0/10:45 AM

William A. Shaw  
Prothonotary/Clerk of Courts

RENT TO ATTY

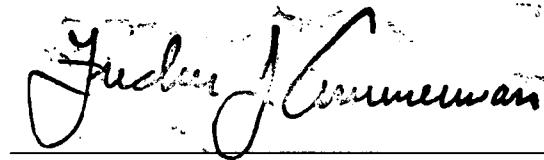
S. H. Shaw

**ORDER OF COURT**

AND NOW, to wit, this 21<sup>st</sup> day of December, 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, **JAMES A. HOOVER AND DAWN M. HOOVER a/k/a**  
**DAWN M. HOOVER OPALASKI**; 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:



J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103179  
NO: 07-1470-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.

DEFENDANT: JAMES A. HOOVER AND DAWN M. HOOVER aka DAWN M. HOOVER OPALASKI

**SHERIFF RETURN**

---

NOW, September 19, 2007 AT 7:35 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES A. HOOVER DEFENDANT AT 605 SCHOFIELD ST., CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES A. HOOVER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

FILED  
10:32 AM  
DEC 27 2007

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103179  
NO: 07-1470-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: JAMES A. HOOVER AND DAWN M. HOOVER aka DAWN M. HOOVER OPALASKI

**SHERIFF RETURN**

---

NOW, September 19, 2007 AT 2:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DAWN M. HOOVER aka DAWN M. HOOVER OPALASKI DEFENDANT AT WORK: COLAVECCHI'S LAW FIRM, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO DAWN M. HOOVER, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: MORGILLO /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103179  
NO: 07-1470-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: JAMES A. HOOVER AND DAWN M. HOOVER aka DAWN M. HOOVER OPALASKI

**SHERIFF RETURN**

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**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ	2043	20.00
SHERIFF HAWKINS	BCCZ	2043	38.05

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

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

COPY

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M.  
HOOVER OPALASKI

Defendants

No. 07-1470-CD

Type of Pleading: COMPLAINT  
IN FORECLOSURE

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)

Give to  
forth to  
attach to  
my return

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

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

SEP 10 2007

Attest.

*William L. Brown*  
Prothonotary/  
Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No.

Plaintiff

vs.

Type of Pleading: COMPLAINT  
IN FORECLOSURE

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M.  
HOOVER OPALASKI

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)

**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 JAMES A. HOOVER, with a mailing address of 605 Schofield Street, Curwensville, Pennsylvania 16833 and a property address of 617

Susquehanna Avenue, Curwensville, Pennsylvania 16833 and DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALSKI, with a mailing address of 347 Bailey Road, Curwensville, Pennsylvania 16833 and a property address of 617 Susquehanna Avenue, Curwensville, Pennsylvania 16833.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated , in the principal amount of \$34,850.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Record Book 1868, Page 93 on August 29, 1997.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Second Ward of the Borough of Curwensville, 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 \$34,850.00 as set forth in Promissory Note dated August 29, 1997.. 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 11, 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 Defendants have not availed themselves 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:

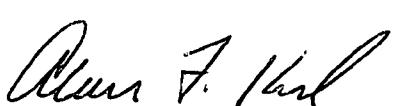
(a)	Principal Balance	\$ 25,622.40
(b)	Interest per diem of 6.01935 from 1/28/07 to 9/5/07	\$ 1,369.01
(c)	Late Charges	\$ 326.56
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,562.24</u>
	<b>FINAL TOTAL</b>	<b>\$ 29,908.71</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$29,908.71** plus interest at **9.00%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.

Date: **September 5, 2007**

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

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

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

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



Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:00 PM 8-25-17  
BY Mark Reiver  
FEES 19.50  
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 29, 1997. The mortagor is James A. Hoover and Dawn M. Hoover ("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under the laws of Pennsylvania, Clearfield, Pennsylvania 16830, and whose address is 100 Main Street ("Lender"). Borrower owes Lender the principal sum of Thirty-four Thousand Eight Hundred Fifty and 00/100 Dollars (U.S. \$ 34,850.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 29, 2017. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the Borough of Curwensville, Clearfield County, Pennsylvania.

(See attached description)

which has the address of 617 Susquehanna Avenue Curwensville  
[Street] (City)

Pennsylvania 16833 ("Property Address");  
[Zip Code]

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

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

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

Form 3039 (9/90) (page 1 of 4 pages)

EXHIBIT

1998

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

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

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

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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

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

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

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

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

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

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

insurance previously in effect, from an alter mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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

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

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

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

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

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

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

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

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

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

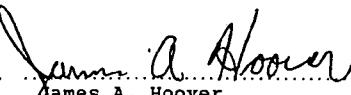
26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

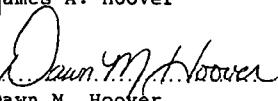
27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument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

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

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

Witnesses:

 ..... (Seal)  
James A. Hoover ..... —Borrower

 ..... (Seal)  
Dawn M. Hoover ..... —Borrower

[Space Below This Line For Acknowledgment]

Clearfield

County ss:

On this, the 29th day of August, 19 97, before me, notary public, the undersigned officer, personally appeared James A. & Dawn M. Hoover, known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:

Notarial Seal  
Bill A. Wasliko, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires Nov. 15, 1999

  
Title of Officer P.O. Box 171, Clearfield, PA 16830

Title of Officer

I hereby certify that the precise address of the within Mortgagee (Lender) is

**ALL that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:**

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence South sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122 North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning. Being Lot No. 121 in the Hugh M. Irvin plot or plan of lots of the South side of Curwensville Borough.

**BEING** the same premises conveyed to the Mortgagors herein by Deed dated December 18, 1995 and recorded in Clearfield County Deed and Record Book Volume 1726, page 100.

**Environmental Hazards.**

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

**ALL** that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60 ) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence south sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122, North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning.

**BEING** Lot No. 121 in the Hugh M. Irvin plot or plan of lots of the South side of Curwensville Borough.

**BEING** the same premises granted and conveyed to James A. Hoover and Dawn M. Hoover, husband and wife, from Lawrence D. Stiver, by and through his attorney-in-fact Sharon L. Dick by Deed dated December 18, 1995 and recorded in Clearfield County Volume 1726, Page 100.



# NOTE

877919

US \$ 34,850.00

August 29, 1997

Clearfield City, Pennsylvania

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

CLEARFIELD BANK & TRUST COMPANY Clearfield, Pennsylvania 16830

, or order, the principal sum of

Thirty-four Thousand Eight Hundred Fifty and 00/100----- Dollars,

with interest on the unpaid principal balance from the date of this Note, until paid, at the rate of 9.00% percent per annum.

Principal and interest shall be payable at any of Bank's branch offices, or such other place as the Note holder may designate, in consecutive monthly installments of Three Hundred Thirteen and 55/100-- Dollars (US \$ 313.55) . on the 29th day of each month beginning

September 29, 1997. Such monthly installments shall continue until the entire indebtedness evidenced by this Note is fully paid, except that any remaining indebtedness, if not sooner paid, shall be due and payable on

August 29, 2017.

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

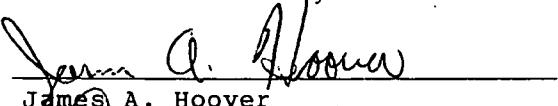
Borrower shall pay to the Note holder a late charge of 5% percent of any monthly installment not received by the Note holder within fifteen days after the installment is due.

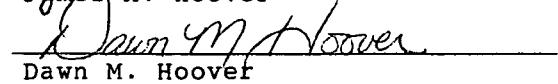
Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any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

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

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

The indebtedness evidenced by this Note is secured by a Mortgage, dated August 29, 1997, and reference is made to the Mortgage for rights as to acceleration of the indebtedness evidenced by this Note.

  
James A. Hoover

  
Dawn M. Hoover

617 Susquehanna Avenue, Curwensville,  
Property Address PA 16833

PENNSYLVANIA - 1 to 4 Family-679-FNMA-FHLMC Uniform Instrument

(Execute Original Only)

CPC-155





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

CLEARFIELD BANK  
&  
TRUST COMPANY

## ACT 91 NOTICE

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

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

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

This Notice explains how the program works.

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

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

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

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

EXHIBIT

tabbed

HOMEOWNER'S NAME(S):	<u>James A. Hoover</u> <u>Dawn M. Hoover</u>
MAILING ADDRESS:	<u>605 Schofield St.</u> <u>Curwensville, PA 16833</u>
ACCT. NO.:	<u>2077919</u>
ORIGINAL LENDER:	<u>Clearfield Bank &amp; Trust Company</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank &amp; Trust Company</u>
DATE:	<u>June 11, 2007</u>

### **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, 617 Susquehanna Ave., 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 February, March, April, @ \$371.97 = \$1,115.91

Late or Other Charges (explain/itemize): \$279.52

**TOTAL AMOUNT PAST DUE: \$1,395.43**

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 \$1,395.43, 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

**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 you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and 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.afni.ll.lcontent/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.



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

CLEARFIELD BANK  
&  
TRUST COMPANY

## ACT 91 NOTICE

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

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

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

HOMEOWNER'S NAME(S):	James A. Hoover Dawn M. Hoover
MAILING ADDRESS:	347 Bailey Rd. Curwensville, PA 16833
ACCT. NO.:	2077919
ORIGINAL LENDER:	Clearfield Bank & Trust Company
CURRENT LENDER/SERVICER:	Clearfield Bank & Trust Company
DATE:	June 11, 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, 617 Susquehanna Ave., 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 February, March, April, @ \$371.97 = \$1,115.91

Late or Other Charges (explain/itemize): \$279.52

**TOTAL AMOUNT PAST DUE: \$1,395.43**

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 \$1,395.43, 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

**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 you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and 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:**

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

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

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

OFFICIAL USE

9552 2526  
9552  
0003  
0003  
3450  
3450  
7006  
7006

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To  
James A. Hoover  
Street, Apt. No.;  
or PO Box No. 605 Schofield St.  
City, State, ZIP+4  
Curwensville, PA 16833

PS Form 3800, August 2006

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:

James A. Hoover  
605 Schofield St.  
Curwensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Signature 	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
B. Received by (Printed Name) James Hoover	C. Date of Delivery 10/20/07
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

7006 3450 0003 9552 2526

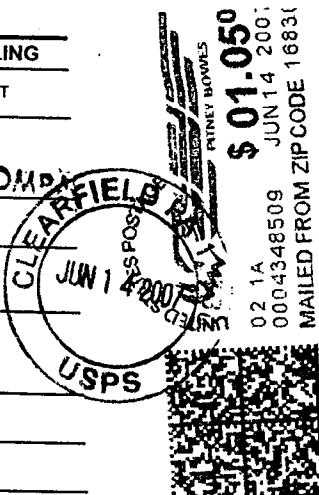
2. Article Number:  
(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: CLEARFIELD BANK & TRUST COMPANY 11 NORTH SECOND STREET P. O. BOX 171 CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to: James A. Hoover 605 Schofield St. Curwensville, PA 16833	



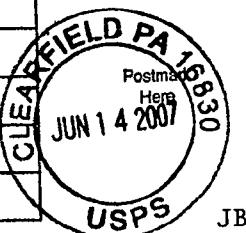
PS Form 3817, January 2001

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

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

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



JBD

Sent To: Dawn Opaliski

Street, Apt. No.:  
or PO Box No. 347 Bailey Rd.

City, State, ZIP+4: Curwensville, PA 16833

PS Form 3800, August 2006

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION.

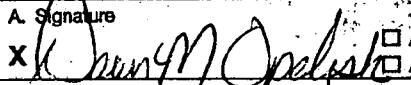
- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Dawn Opaliski  
347 Bailey Rd.  
Curwensville, PA 16833

COMPLETE THIS SECTION ON DELIVERY

A. Signature

  Agent  
 Addressee

B. Received by (Printed Name)

Dawn Opaliski  C. Date of Delivery  
6/23/07

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number:

(Transfer from service label)

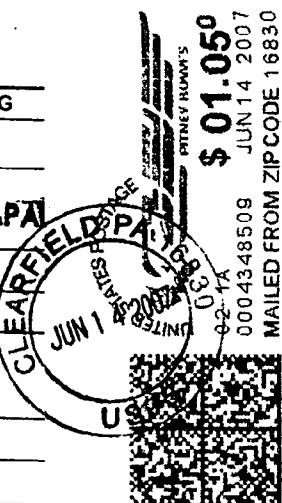
7006 3450 0003 9552 2137

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>CLEARFIELD BANK &amp; TRUST COMPANY</b> 11 NORT : SECOND STREET P. O. BOX 171 CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to: Dawn Opaliski 347 Bailey Rd. Curwensville, PA 16833	



PS Form 3817, January 2001

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

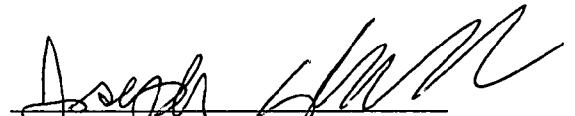
CLEARFIELD BANK & TRUST COMPANY,	:	CIVIL ACTION LAW
Plaintiffs,	:	
vs.	:	No. 2007-1470-CD
JAMES A. HOOVER and DAWN M. HOOVER, a/k/a DAWN M. OPALISKI,	:	
Defendants,	:	
vs.	:	
STATE FARM INSURANCE COMPANY,	:	
Additional Defendant :	:	

**WITHDRAWAL OF REQUEST FOR WRIT TO JOIN ADDITIONAL  
DEFENDANT**

TO: WILLIAM SHAW, PROTHONOTARY

Please withdraw our request to issue a Writ to Join Additional Defendant in the  
above captioned case.

Respectfully Submitted,



Joseph Colavecchi  
Attorney for Dawn M. Hoover, a/k/a  
Dawn M. Opaliski

LAW OFFICES OF  
COLAVECCHI  
& COLAVECCHI  
221 E. MARKET ST.  
(ACROSS FROM  
COURTHOUSE)  
P. O. BOX 131  
CLEARFIELD, PA

FILED 1CC  
01/30/2007  
DEC 27 2007  
Anty J. Colavecchi  
William A. Shaw  
Prothonotary/Clerk of Courts  
(62)

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

FILED *Atty*  
m12:42/01 pd.  
JAN 10 2008 20.00

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M. HOOVER  
OPALASKI

Defendants

No. 07-1470-CD

Type of Pleading: PRAECIPE FOR  
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

William A. Shaw  
Prothonotary/Clerk of Courts

*Notice to Defs.  
Statement to Atty*

*(GK)*

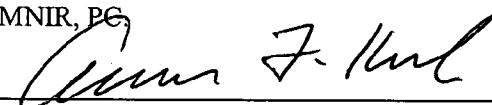
Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **TWENTY-NINE THOUSAND NINE HUNDRED EIGHT AND 71/100 AND 10/100 (\$29,908.71) 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.

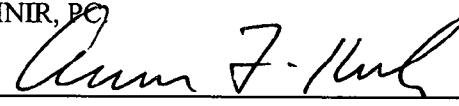
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC

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

Date: *1-8-08*

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 December 20, 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

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

Date: *1-8-08*

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

CLEARFIELD BANK AND TRUST : NO. 07-1470-CD  
COMPANY, :  
Plaintiff : Type of Pleading: 10 DAY NOTICE  
vs. : Filed On Behalf of: Plaintiff  
: :  
JAMES A. HOOVER AND DAWN M. : Counsel of Record For This Party:  
HOOVER A/K/A DAWN M. HOOVER : BABST, CALLAND, CLEMENTS AND  
OPALASKI : ZOMNIR, PC.  
Defendants : Alan F. Kirk, Esquire  
: Pa. ID #36893  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803

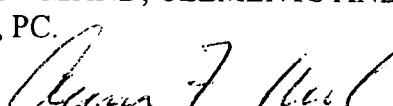
**IMPORTANT NOTICE**

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

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

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

By

  
Alan F. Kirk, Esquire  
Attorney for the Plaintiff

James A. Hoover- Certified Mail #7005 0390 0005 0664 4016 & First Class U.S. Mail, Return Receipt  
Dawn M. Hoover ak/a Dawn M. Hoover Opalaski- Certified Mail #7005 0390 0005 0664 3804 & First Class U.S.  
Mail, Return Receipt  
Joseph Colavecchi, Esquire-First Class U.S. Mail

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

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

Postage	\$ 1.10	
Certified Fee	\$ 1.10	
Return Receipt Fee (Endorsement Required)	\$ 1.10	
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$ 3.30	

Postmark  
Here

7005 0390

Send To: Dawn M. Hoover, AKA: Hoover Daze  
 Street, Apt. No.: 347 Bailey Road  
 or PO Box No.: 111  
 City, State, ZIP: Pittsburgh, PA 15233

Dawn N.

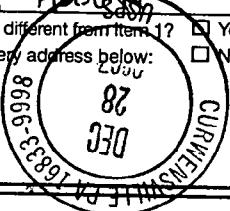
U.S. Postal Service™ <b>CERTIFIED MAIL™ RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>											
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>											
<table border="1"> <tr> <td>Postage</td> <td>\$ 1.75</td> </tr> <tr> <td>Certified Fee</td> <td>6.00</td> </tr> <tr> <td>Return Receipt Fee (Endorsement Required)</td> <td>4.00</td> </tr> <tr> <td>Restricted Delivery Fee (Endorsement Required)</td> <td>1.00</td> </tr> <tr> <td>Total Postage &amp; Fees</td> <td>\$ 6.75</td> </tr> </table>		Postage	\$ 1.75	Certified Fee	6.00	Return Receipt Fee (Endorsement Required)	4.00	Restricted Delivery Fee (Endorsement Required)	1.00	Total Postage & Fees	\$ 6.75
Postage	\$ 1.75										
Certified Fee	6.00										
Return Receipt Fee (Endorsement Required)	4.00										
Restricted Delivery Fee (Endorsement Required)	1.00										
Total Postage & Fees	\$ 6.75										
<p>Postmark Here</p> <p>UNITED STATES POSTAL SERVICE</p> <p>James V. Hoover 605 Schofield St. Lumberville, PA 18333</p>											
<p>Sent To</p> <p>Street, Apt. No., or PO Box No.</p> <p>City, State, ZIP+4</p>											

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <input checked="" type="checkbox"/> <i>Steve Hardolly</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Steve Hardolly</i> C. Date of Delivery <i>12-22-07</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:  <i>Dawn M. Hoover  AKIA Dawn M. Hoover/Alaska  347 Bailey Road  LUTWENSVILLE, AK 16833</i></p>		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number  (Transfer from service label) <i>7005 0390 0005 0664 3804</i></p>			

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

<b>SENDER: COMPLETE THIS SECTION</b>		<b>COMPLETE THIS SECTION ON DELIVERY</b>	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <input checked="" type="checkbox"/> <i>James A. Hoover</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>James A. Hoover</i> C. Date of Delivery <i>2007</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <i>2007</i> </p>	
<p>1. Article Addressed to:  <i>James A. Hoover  605 Schofield St.  LUTWENSVILLE, AK 16833</i></p>		<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input checked="" 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) <i>7005 0390 0005 0664 4016</i></p>			

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1470-CD

Plaintiff

vs.

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M. HOOVER  
OPALASKI

Defendants

Type of Pleading:  
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

**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. 07-1470-CD** in the principal amount  
of **\$29,908.71** together with interest and costs of suit.

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

Date: 1-08-08

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

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

copy

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1470-CD

Plaintiff

vs.

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M. HOOVER  
OPALASKI

Defendants

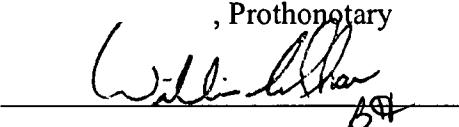
Type of Pleading:  
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

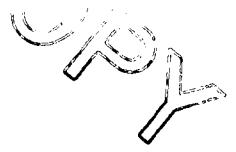
Counsel of Record for this Party :  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
328 Innovation Boulevard, Suite 200  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051

TO: **Mr. James A. Hoover**  
**605 Schofield Street**  
**Curwensville, PA 16833**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$29,908.71 on January 10, 2008.

  
, Prothonotary

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



CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1470-CD

Plaintiff

vs.

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M. HOOVER  
OPALASKI

Defendants

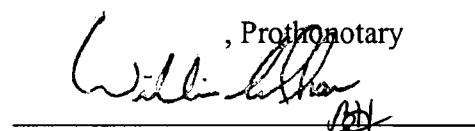
Type of Pleading:  
ENTRY OF DEFAULT JUDGMENT

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

TO: **Ms. Dawn M. Hoover a/k/a Dawn M. Hoover Opalaski**  
**347 Bailey Road**  
**Curwensville, PA 16833**

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$24,908.71 on January 10, 2008.

  
\_\_\_\_\_  
William J. Shanahan  
\_\_\_\_\_  
, Prothonotary

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

OPY

Clearfield Bank & Trust Company  
Plaintiff(s)

No.: 2007-01470-CD

Real Debt: \$29,908.71

Atty's Comm: \$

Vs.

Costs: \$

James A. Hoover  
Dawn M. Hoover  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 10, 2008

Expires: January 10, 2013

Certified from the record this 10th day of January, 2008



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

# **PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: \$29,908.71

Plus continuing interest on the principal balance from January 10, 2008, 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 Praeipe is based on a Default Judgment. The Prothonotary is authorized to issue the Praeipe 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.

Dated: 1-28-08

Alan F. Kirk, Esquire  
Attorney for Plaintiff

FILED Att'y pd. 20.00  
m) 1:51-BT 2008 6 cents  
JAN 30 2008 w/prop. desc. to  
Sheriff  
William A. Shaw  
Notary/Clerk of Courts  
(6K)

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esquire., set forth as of the date of the Praeclipe 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 owner of the property are as follows:

**Mr. James A. Hoover  
605 Schofield Street  
Curwensville, PA 16833**

**Ms. Dawn M. Hoover a/k/a Dawn M. Hoover Opalski  
347 Bailey Road  
Curwensville, PA 16833**

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

**Mr. James A. Hoover  
605 Schofield Street  
Curwensville, PA 16833**

**Ms. Dawn M. Hoover a/k/a Dawn M. Hoover Opalski  
347 Bailey Road  
Curwensville, PA 16833**

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**

**AEGIS Mortgage  
11111 Wilcrest Green  
Suite 250  
Houston, TX 77042**

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**

**AEGIS Mortgage  
11111 Wilcrest Green  
Suite 250  
Houston, TX 77042**

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, PC

Date: 1-28-08

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

**Exhibit "A"**

**ALL** that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60 ) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence south sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122, North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning.

**BEING** Lot No. 121 in the Hugh M. Irvin plot or plan of lots of the South side of Curwensville Borough.

**BEING** the same premises granted and conveyed to James A. Hoover and Dawn M. Hoover, husband and wife, from Lawrence D. Stiver, by and through his attorney-in-fact Sharon L. Dick by Deed dated December 18, 1995 and recorded in Clearfield County Volume 1726, Page 100.

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

CLEARFIELD BANK AND TRUST : NO. 07-1470-CD  
COMPANY, :  
PLAINTIFF : Type of Pleading: WRIT OF EXECUTION  
:  
:  
:  
v. :  
JAMES A. HOOVER AND DAWN M. : Filed On Behalf Of: Plaintiff  
HOOVER A/K/A DAWN M. HOOVER :  
OPALASKI :  
DEFENDANTS: Counsel Of Record For This Party:  
: BABST, CALLAND, CLEMENTS  
: AND ZOMNIR, P.C.  
: ALAN F. KIRK, ESQUIRE  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: Phone: 814.867.8055  
: Fax: 814.867.8051

**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

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

CLEARFIELD BANK AND TRUST	:	NO. 07-1470-CD
COMPANY,	:	
PLAINTIFF	:	Type of Pleading: WRIT OF EXECUTION
	:	
	:	
V.	:	
JAMES A. HOOVER AND DAWN M.	:	Filed On Behalf Of: Plaintiff
HOOVER A/K/A DAWN M. HOOVER	:	
OPALASKI	:	
DEFENDANTS:		Counsel Of Record For This Party:
	:	BABST, CALLAND, CLEMENTS
	:	AND ZOMNIR, P.C.
	:	ALAN F. KIRK, ESQUIRE
	:	328 Innovation Boulevard, Suite 200
	:	State College, PA 16803
	:	Phone: 814.867.8055
	:	Fax: 814.867.8051

WRIT OF EXECUTION  
NOTICE

**TO:** Mr. James A. Hoover  
605 Schofield Street  
Curwensville, PA 16833

**Ms. Dawn M. Hoover a/k/a Dawn M. Hoover Opalaski**  
347 Bailey Road  
Curwensville, PA 16833

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

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

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

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

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

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST : NO. 07-1470-CD  
COMPANY, :  
PLAINTIFF : Type of Pleading: WRIT OF EXECUTION  
: :  
: :  
v. : Filed On Behalf Of: Plaintiff  
JAMES A. HOOVER AND DAWN M. :  
HOOVER A/K/A DAWN M. HOOVER :  
OPALASKI :  
DEFENDANTS: Counsel Of Record For This Party:  
: BABST, CALLAND, CLEMENTS  
: AND ZOMNIR, P.C.  
: ALAN F. KIRK, ESQUIRE  
: 328 Innovation Boulevard, Suite 200  
: State College, PA 16803  
: Phone: 814.867.8055  
: Fax: 814.867.8051

**CLAIM FOR EXEMPTION**

To the Sheriff of Clearifeld County:

We, the above named Defendants, **JAMES A. HOOVER AND DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALASKI**, 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**

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

Clearfield Bank & Trust Company

Vs.

NO.: 2007-01470-CD

James A. Hoover and Dawn M. Hoover

**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 Attached Description

AMOUNT DUE/PRINCIPAL: \$29,908.71  
INTEREST continuing on principal balance from  
January 10, 2008: \$  
ATTY'S COMM: \$  
DATE: 01/30/2008

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.

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

\_\_\_\_\_  
Sheriff

**Exhibit "A"**

**ALL** that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60 ) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence south sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122, North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning.

**BEING** Lot No. 121 in the Hugh M. Irvin plot or plan of lots of the South side of Curwensville Borough.

**BEING** the same premises granted and conveyed to James A. Hoover and Dawn M. Hoover, husband and wife, from Lawrence D. Stiver, by and through his attorney-in-fact Sharon L. Dick by Deed dated December 18, 1995 and recorded in Clearfield County Volume 1726, Page 100.

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1470-CD

Plaintiff

vs

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M.  
HOOVER OPALASKI

Defendants

Type of Pleading: AFFIDAVIT  
OF SERVICE

Filed on Behalf of: Plaintiff

FILED NO  
m 170-4084  
MAR 20 2008  
SJC

William A. Shaw  
Prothonotary/Clerk of Court

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  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

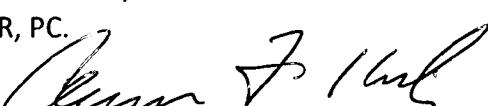
AFFIDAVIT PURSUANT TO RULE 3129

I, ALAN F. KIRK, ESQUIRE, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located in ***the Second Ward of the Borough of Curwensville, 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.

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

By:



Alan F. Kirk, Esquire  
Attorney for Plaintiff

Date: March 17, 2008

Exhibit "A"

**ALL** that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60 ) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence south sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122, North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning.

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**BEING** the same premises granted and conveyed to James A. Hoover and Dawn M. Hoover, husband and wife, from Lawrence D. Stiver, by and through his attorney-in-fact Sharon L. Dick by Deed dated December 18, 1995 and recorded in Clearfield County Volume 1726, Page 100.

**SEIZED**, taken in execution to be sold as the property of JAMES A. HOOVER AND DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALASKI, at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 07-1470-CD

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 07-1470-CD

Plaintiff

vs

JAMES A. HOOVER AND DAWN M.  
HOOVER A/K/A DAWN M.  
HOOVER OPALASKI

Type of Pleading: AFFIDAVIT  
OF SERVICE

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  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

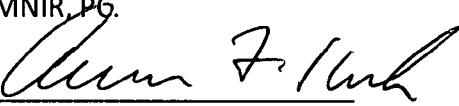
**AFFIDAVIT OF SERVICE**

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 17<sup>th</sup> day of March, 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".

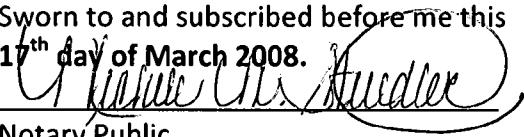
Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.

By:

  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
17<sup>th</sup> day of March 2008.

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Michele M. Steudler, Notary Public  
College Twp., Centre County  
My Commission Expires Apr. 7, 2010

Member, Pennsylvania Association of Notaries

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

CLEARFIELD BANK AND TRUST COMPANY,	:	NO. 07-1470-CD
PLAINTIFF	:	Type of Pleading: WRIT OF EXECUTION
v.	:	
JAMES A. HOOVER AND DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALASKI	:	Filed On Behalf Of: Plaintiff
DEFENDANTS:	:	Counsel Of Record For This Party: BABST, CALLAND, CLEMENTS AND ZOMNIR, P.C. ALAN F. KIRK, ESQUIRE 328 Innovation Boulevard, Suite 200 State College, PA 16803 Phone: 814.867.8055 Fax: 814.867.8051

## **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 CLEARFIELD COUNTY COURTHOUSE, 1. N. 2ND ST., SUITE 116 CLEARFIELD, PA on FRIDAY, APRIL 4, 2008 at 10:00 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



Exhibit "A"

**ALL** that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60 ) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence south sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122, North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning.

**BEING** Lot No. 121 in the Hugh M. Irvin plot or plan of lots of the South side of Curwensville Borough.

**BEING** the same premises granted and conveyed to James A. Hoover and Dawn M. Hoover, husband and wife, from Lawrence D. Stiver, by and through his attorney-in-fact Sharon L. Dick by Deed dated December 18, 1995 and recorded in Clearfield County Volume 1726, Page 100.

**SEIZED**, taken in execution to be sold as the property of JAMES A. HOOVER AND DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALASKI, at the suit of CLEARFIELD BANK AND TRUST COMPANY. JUDGMENT NO. 07-1470-CD

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

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

<b>OFFICIAL USE</b>	
9591	0001
1820	0005
7005	5018
9591	0001
1820	0005
7005	5018

Postage	\$ .41
Certified Fee	\$ .45
Return Receipt Fee (Endorsement Required)	\$ .15
Restricted Delivery Fee (Endorsement Required)	\$ .00
Total Postage & Fees	\$ 5.01

UNITED STATES POSTAGE  
Postmark Here

**Sent To** *Mr. James V. Hoover*  
*347 Spring Road*  
*Turnersville, PA 16833*

PS Form 3800, June 2002      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 [www.usps.com](http://www.usps.com).

<b>OFFICIAL USE</b>	
9591	0001
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Total Postage & Fees	\$ 5.01

UNITED STATES POSTAGE  
Postmark Here

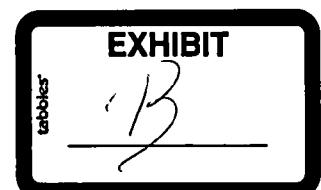
**Sent To** *Mr. James V. Hoover*  
*415 Scholfield Street*  
*Turnersville, PA 16833*

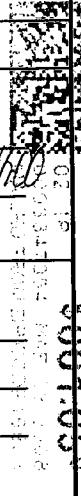
PS Form 3800, June 2002      See Reverse for Instructions

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <i>PSCE</i> <i>348 Innovation Boulevard, Suite 100</i> <i>State College, PA 16803</i>	
One piece of ordinary mail addressed to: <i>Clearfield Bank and Trust Company</i> <i>11 N. Second Street, P.O. Box 171</i> <i>Clearfield, PA 16830</i>	

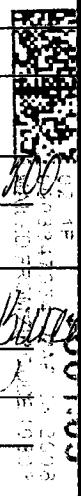
Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fees.

UNITED STATES POSTAGE

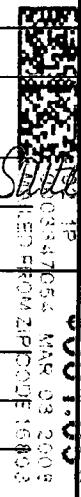


U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		Affix fee here in stamps or meter for postage and insurance mark. Inquire of Postmaster for current fees.	
<p><u>VMCF</u></p> <p><u>348 Innovation Boulevard, Ste. 100</u></p> <p><u>State College, PA 16803</u></p>		 <p>02 03 2003 POSTAGE PAID PITNEY BOWES</p> <p>\$661.050</p>	
<p>One piece of ordinary mail addressed to:</p> <p><u>LEGIS Mortgage</u></p> <p><u>111 Westcrest Green</u></p> <p><u>Suite #50</u></p> <p><u>Houston, TX 77046</u></p>			

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:		Affix fee here in stamps or meter for postage and insurance mark. Inquire of Postmaster for current fees.	
<p><u>VMCF</u></p> <p><u>348 Innovation Boulevard, Ste. 100</u></p> <p><u>State College, PA 16803</u></p>		 <p>02 03 2003 POSTAGE PAID PITNEY BOWES</p> <p>\$661.050</p>	
<p>One piece of ordinary mail addressed to:</p> <p><u>Clearfield County Tax Court Building</u></p> <p><u>Clearfield County Courthouse</u></p> <p><u>Clearfield, PA 16830</u></p>			

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:		Affix fee here in stamps or meter for postage and insurance mark. Inquire of Postmaster for current fees.	
<p><u>VMCF</u></p> <p><u>348 Innovation Boulevard, Ste. 100</u></p> <p><u>State College, PA 16803</u></p>		 <p>03 03 2003 POSTAGE PAID PITNEY BOWES</p> <p>\$661.050</p>	
<p>One piece of ordinary mail addressed to:</p> <p><u>Mr. James A. Hoover</u></p> <p><u>605 Schoolfield Street</u></p> <p><u>Curwensville, PA 16833</u></p>			

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:  YMLF 378 Innovation Blvd. Suite 700 State College, PA 16803			
One piece of ordinary mail addressed to:  Ms. Dawn N. Hoover a/k/a Dawn N. Hooper (Galask) 347 Bailey Road Curwensville, PA 16833			

PS Form 3817, January 2001

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input checked="" type="checkbox"/> <u>Dawn N. Hoover</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Sonny L. Hooper</u> C. Date of Delivery <u>3/6/8</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:  <u>Ms. Dawn N. Hoover</u> <u>a/k/a Dawn N. Hoover (Galask)</u> <u>347 Bailey Road</u> <u>Curwensville, PA 16833</u></p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) <u>7005 1820 0001 9591 0013</u></p>			

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature <input checked="" type="checkbox"/> <u>James N. Hooper</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>Sonny L. Hooper</u> C. Date of Delivery <u>3/6/08</u></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to:  <u>Mr. James N. Hooper</u> <u>605 Schofield Street</u> <u>Curwensville, PA 16833</u></p>		<p>3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) <u>7005 1820 0001 9591 5018</u></p>			

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current fee.

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

**CLEARFIELD BANK & TRUST COMPANY**, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esquire., set forth as of the date of the Praecept 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 owner of the property are as follows:

**Mr. James A. Hoover  
605 Schofield Street  
Curwensville, PA 16833**

**Ms. Dawn M. Hoover a/k/a Dawn M. Hoover Opalaski  
347 Bailey Road  
Curwensville, PA 16833**

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

**Mr. James A. Hoover  
605 Schofield Street  
Curwensville, PA 16833**

**Ms. Dawn M. Hoover a/k/a Dawn M. Hoover Opalaski  
347 Bailey Road  
Curwensville, PA 16833**

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**

**AEGIS Mortgage  
11111 Wilcrest Green  
Suite 250  
Houston, TX 77042**

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**

**AEGIS Mortgage  
11111 Wilcrest Green  
Suite 250  
Houston, TX 77042**

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**

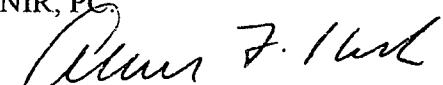
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

**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, PC

Date: 1-28-08

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20722  
NO: 07-1470-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

VS.

DEFENDANT: JAMES A. HOOVER AND DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALASKI

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/30/2008

LEVY TAKEN 2/7/2008 @ 2:31 PM

POSTED 2/7/2008 @ 2:31 PM

SALE HELD 4/4/2008

SOLD TO CLEARFIELD BANK AND TRUST COMPANY

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 6/24/2008

DATE DEED FILED 6/24/2008

PROPERTY ADDRESS 617 SUSQUEHANNA AVENUE CURWENSVILLE , PA 16833

FILED  
01/01/09  
JUN 24 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

SERVICES

2/13/2008 @ 1:59 AM SERVED JAMES A. HOOVER

SERVED JAMES A. HOOVER, DEFENDANT, AT HIS RESIDENCE 605 SCHOFIELD STREET, CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES A. HOOVER

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.

2/13/2008 @ 2:27 PM SERVED DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALASKI

SERVED DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALASKI, DEFENDANT, AT HER EMPLOYMENT 231 EAST MARKET STREET, CLEARFIELD COUNTY, CLEARFIELD, PENNSYLVANIA BY HANDING TO DAWN HOOVER

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20722  
NO: 07-1470-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

vs.

DEFENDANT: JAMES A. HOOVER AND DAWN M. HOOVER A/K/A DAWN M. HOOVER OPALASKI

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$221.00

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

*Chester Hawkins*  
by Cynthia Butler-Asperlaan  
Chester A. Hawkins  
Sheriff

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

Clearfield Bank & Trust Company

Vs.

NO.: 2007-01470-CD

James A. Hoover and Dawn M. Hoover

**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 Attached Description

AMOUNT DUE/PRINCIPAL: \$29,908.71  
INTEREST continuing on principal balance from  
January 10, 2008: \$  
ATTY'S COMM: \$  
DATE: 01/30/2008

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

Received this writ this 30<sup>th</sup> day  
of January A.D. 2008  
At 3:00 A.M./P.M.

Clearfield A. Hendris  
Sheriff by Cynthia Bitter - Defford

William A. Shaw

William A. Shaw  
Prothonotary/Clerk Civil Division

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

Exhibit "A"

**ALL** that certain lot or parcel of land situate in the Second Ward of the Borough of Curwensville, County of Clearfield and State of Pennsylvania, bounded and described as follows:

**BEGINNING** at a post on the West side of Susquehanna Avenue, said point being sixty (60 ) feet from the Southeast intersection of Chestnut and Susquehanna Avenue; thence south sixty-three (63) degrees thirty (30) minutes West two hundred (200) feet to a point on an alley; thence by said alley South twenty-six (26) degrees thirty (30) minutes East sixty (60) feet to a point at corner of Lot No. 122; thence along Lot No. 122, North sixty-three (63) degrees thirty (30) minutes East two hundred (200) feet to Susquehanna Avenue; thence by Susquehanna Avenue North twenty-six (26) degrees thirty (30) minutes West sixty (60) feet to a point and place of beginning.

**BEING** Lot No. 121 in the Hugh M. Irvin plot or plan of lots of the South side of Curwensville Borough.

**BEING** the same premises granted and conveyed to James A. Hoover and Dawn M. Hoover, husband and wife, from Lawrence D. Stiver, by and through his attorney-in-fact Sharon L. Dick by Deed dated December 18, 1995 and recorded in Clearfield County Volume 1726, Page 100.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES A. HOOVER

NO. 07-1470-CD

NOW, June 24, 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 April 04, 2008, I exposed the within described real estate of James A. Hoover And Dawn M. Hoover A/K/A Dawn M. Hoover Opalaski 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	6.01
LEVY	15.00
MILEAGE	8.06
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	4.92
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	6.01
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$221.00</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	29,908.71
INTEREST @ %	0.00
FROM 01/10/2008 TO 04/04/2008	
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>\$29,948.71</b>

**COSTS:**

ADVERTISING	385.54
TAXES - COLLECTOR	409.28
TAXES - TAX CLAIM	1,062.61
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	221.00
LEGAL JOURNAL COSTS	144.00
PROTHONOTARY	125.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	125.00
<b>TOTAL COSTS</b>	<b>\$2,646.43</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