

07-1864-CD

S&T Bank vs Linda L. Lance

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

S & T BANK, : No. 2007-1864 CD  
Plaintiff : Type of Case:  
vs. : FORECLOSURE  
LINDA L. LANCE : Type of Pleading:  
Defendant : COMPLAINT  
: Filed on Behalf of:  
: PLAINTIFF  
: Attorney for this party:  
: Peter F. Smith, Esquire  
: Supreme Court No. 34291  
: 30 South Second Street  
: P.O. Box 130  
: Clearfield, PA 16830  
: (814) 765-5595

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William A. Shaw  
Prothonotary/Clerk of Courts

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

S & T BANK,

Plaintiff

No. 2007-CD

vs.

LINDA L. LANCE,

Defendant

**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 other rights important to you.

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

Clearfield County Court Administrator

Clearfield County Courthouse

230 E. Market Street

Clearfield, PA 16830

(814) 765-2641, ext. 5982

***AMERICANS WITH DISABILITIES ACT OF 1990***

The Court of Common Pleas of Clearfield County is required by law to comply with the Americans with Disabilities Act of 1990. For information about accessible facilities and reasonable accommodations available to disabled individuals having business before the Court, please contact our office. All arrangements must be made at least 72 hours prior to any hearing or business before the Court. You must attend the scheduled conference or hearing.

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230 East Market Street  
Clearfield, PA 16830  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA CIVIL DIVISION

S & T BANK, :  
Plaintiff :  
: No. 2007-CD  
: vs.  
: LINDA L. LANCE, :  
Defendant :  
:

COMPLAINT TO FORECLOSE MORTGAGE

COMES NOW, S & T BANK, by its attorney, Peter F. Smith, who pursuant to Pa.R.C.P. 1147 pleads:

1. The name of the Plaintiff is S & T BANK, a national banking institution, with its principal office at 800 Philadelphia Street, Indiana, Pennsylvania, 15701.

2. The name of the Defendant is LINDA L. LANCE, whose last known address is 508 South 4<sup>th</sup> Street, Clearfield, (Clearfield County), Pennsylvania 16830.

3. The parcel of real estate subject to this action consists of a ranch house and part of three lots, known as 508 South 4<sup>th</sup> Street, Clearfield, (Clearfield County) Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 4.2-K08-225-00053 and is more particularly described as follows:

ALL those certain pieces or parcels of ground, together with all improvements thereon, situate in the Second Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point or concrete block on the southern side of Fourth Street and being the northwest corner of the premises herein conveyed; thence along the southern edge of Fourth Street North fifty-five (55) degrees, twenty-three (23) minutes and twenty-three (23) seconds East fifty-two (52) feet to a pipe; thence South thirty-four (34) degrees thirty-six

(36) minutes thirty-seven (37) seconds East one hundred (100) feet to a pipe; thence North fifty-five (55) degrees twenty-three (23) minutes twenty-three seconds East ten (10) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East fifty (50) feet to a pipe; thence South fifty-five (55) degrees twenty-three (23) minutes twenty-three (23) seconds West sixty-two (62) feet to a pipe; thence North thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds West one hundred fifty (150) feet to a pipe and place of beginning. Being part of lots 27, 30 and 31 in the Betts Addition to the Borough of Clearfield and being more fully described of survey map prepared by Samuel B. Yost dated August 10, 1985.

BEING the same premises conveyed to Linda L. Lance by deed dated August 11, 2000 and recorded at Clearfield County Instrument No. 200011691.

5. The Defendant mortgaged the property described above to S & T Bank, Plaintiff, by instrument dated August 11, 2000, for principal debt of \$75,050.00, together with interest. Said mortgage was recorded at Clearfield County Instrument No. 200011692. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

6. Defendant also executed a Promissory Note in favor of S & T Bank together with the foregoing mortgage evidencing her personal obligation to pay the \$75,050.00 borrowed from Plaintiff, together with interest and other charges as specified therein. A true and correct copy of said note is attached hereto and incorporated herein by reference as Exhibit B.

7. The Defendant also executed an Addendum to Mortgage Note on August 11, 2000. This addendum authorized S & T Bank to automatically deduct Defendant's mortgage payment from her checking account. This addendum also reduced the Defendants' mortgage interest rate. A true and correct copy of said Addendum to Mortgage Note is attached hereto and

incorporated herein by reference as Exhibit C.

8. Plaintiff has not assigned this mortgage or note.

9. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.

10. Defendant is entitled to no credits or set-offs.

11. On or about April, 2007, the Defendant failed to make the full monthly payment of \$827.00, and at no time since then have all monthly payments been made which constitutes a default.

12. After crediting all amounts paid by the Defendant to Plaintiff in reduction of this mortgage, there is a total past due of \$5,789.00 as of October 9, 2007.

13. Written and oral demand have been made upon the Defendant to make said payments to Plaintiff and correct her default, but she has failed to do so.

14. The Mortgage and Note entitle S & T Bank to collect its attorney fees and court costs as part of its damages.

15. The exact amounts due under said mortgage and because of Defendant's default, after acceleration of the balance due pursuant to its terms as of October 9, 2007, are as follows:

a)	Balance	\$70,702.19
b)	Late Charge	\$ 301.90
c)	Interest Due to 10/09/07	\$ 3,870.22
d)	Interest accruing after 10/09/07 at \$17.4334167 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____

g)	Bank Fees	\$ 169.00
h)	Escrow Deficiency	\$ 1,178.53
i)	Unapplied funds	\$ -(700.00)

PRELIMINARY TOTAL \$75,521.84

FINAL TOTAL \$\_\_\_\_\_

16. In compliance with Act No. 6 of 1974, 41 Pa.C.S.A. Sections 101 et seq., and the Homeowner's Emergency Mortgage Assistance Act, 1959, Dec. 3, P.L. 1688, No. 621, art. IV-C, Section 402-C, added 1983, Dec. 23, P.L. 385, No. 91, Section 2, 35 P.S. Section 1680.401c et seq., S & T Bank sent a letter to the Defendant by Certified Mail on June 6, 2007 at her last known address advising her of her default and her rights under this Act. A true and correct copy of said letters are attached hereto and incorporated herein by reference as Exhibit D.

17. The certified mail for Defendant Linda L. Lance was returned by the Postal Service to Plaintiff. The Plaintiff also sent the letter by First Class Mail with Plaintiff's address clearly marked on the envelope. Defendant's notice was not returned by the Postal Service.

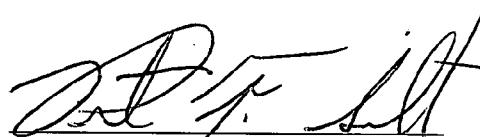
18. The Defendant Linda L. Lance did apply for Emergency Mortgage

Assistance, but her application was denied

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 15 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 11/13/07

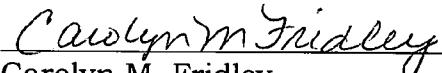


Peter F. Smith  
Attorney for Plaintiff

AFFIDAVIT

STATE OF PENNSYLVANIA :  
: SS  
COUNTY OF JEFFERSON :

CAROLYN M. FRIDLEY, being duly sworn according to law, deposes and says that she is the AVP Resource Recovery Officer for S & T BANK, and, as such, is duly authorized to make this Affidavit, and further, that the facts set forth in the foregoing Complaint are true and correct to the best of her knowledge, information and belief.



Carolyn M. Fridley,  
AVP Resource Recovery Officer

SWORN TO AND SUBSCRIBED  
before me this 6<sup>th</sup> day of  
November, 2007.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Penny A. Smith, Notary Public
Brockway Boro, Jefferson County
My Commission Expires Sept. 1, 2008
Member, Pennsylvania Association Of Notaries

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

RECORDED BY:  
S & T BANK  
814 Liberty Boulevard  
DUBOIS, PA 15801  
RECORDED ON  
AUG 11, 2000  
2:25:39 PM  
RECORDED BY:  
S & T BANK  
ATTN: \_\_\_\_\_  
PO BOX 180  
INDIANA, PA 16701

RECORDING FEES - \$21.00  
RECORDER \$1.00  
JURY IMPROVEMENT \$1.00  
JND \$1.00  
SEARCHER \$1.00  
IMPROVEMENT FUND \$0.50  
STATE MWT TAX \$0.50  
TOTAL \$25.50

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MORTGAGE THIS IS A PURCHASE MONEY MORTGAGE

THIS MORTGAGE IS DATED AUGUST 11, 2000, between Linda L. Lance, whose address is 28 1/2 Rear High Street, Clearfield, PA 16830 (referred to below as "Grantor"); and S & T BANK, whose address is 614 Liberty Boulevard, DuBois, PA 15801 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently created or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereto belonging, or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in Clearfield County, Commonwealth of Pennsylvania (the "Real Property"):

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN. FURTHER REFERENCE PRIOR DEED, DEED BOOK VOLUME 20021651, PAGE 20021651

The Real Property or its address is commonly known as 508 South 4th Street, Clearfield, PA 16830.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means Linda L. Lance. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

**Lender.** The word "Lender" means S & T BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated August 11, 2000, in the original principal amount of \$75,050.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-490 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services

rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender a sum of money in the form of a surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgage clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**TAX AND INSURANCE RESERVES.** Upon request by Lender and subject to applicable law, Grantor shall pay to Lender each month on the day payments are due under the Note until the Note is paid in full, a sum ("Escrow Funds") equal to one-twelfth of (a) all annual taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property and (b) annual premiums for policies of fire insurance with all risks standard extended coverage required under this Mortgage ("Escrow Items"). Lender may estimate the amount of Escrow Funds on the basis of current data and a reasonable estimate of future Escrow items. All Escrow Funds shall be held by Lender and applied to pay the Escrow Items when due. Lender will not charge for holding and applying the Escrow Funds, analyzing the account, or verifying the Escrow Items, unless Lender pays Grantor interest on the Escrow Funds and applicable law permits Lender to make such a charge. Grantor and Lender may agree in writing that interest shall be paid on the Escrow Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Grantor any interest or earnings on the Escrow Funds. The Escrow Funds are pledged as additional security for the amounts secured by this Mortgage. If the amount of the Escrow Funds held by Lender, together with the future monthly payments of Escrow Funds prior to the due dates of the Escrow Items, shall exceed the amount required to pay the Escrow Items when due, the excess shall be, at Grantor's option, either promptly repaid to Grantor or credited to Grantor in scheduled payments of Escrow Funds. If the amount of the Escrow Funds held by Lender is not sufficient to pay the Escrow Items when due, Grantor shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actions, costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either: (a) pays the tax before it becomes delinquent, or (b) conveys the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or procevoir: (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-In-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency

laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any Indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and, with or without taking possession of the Property, to collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by facsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the

matter set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

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

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

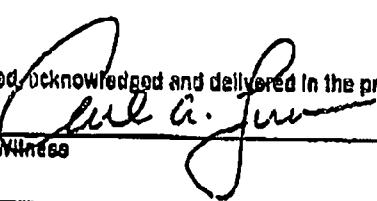
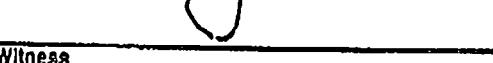
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.**

**THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.**

**GRANTOR:**

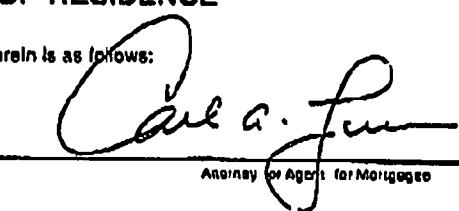
  
Linda L. Lance (Seal)

Signed, acknowledged and delivered in the presence of:

  
Witness  
   
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, B & T BANK, herein is as follows:  
814 Liberty Boulevard, DuBois, PA 15801

  
\_\_\_\_\_  
Attorney or Agent for Mortgagor

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF PA  
COUNTY OF Clearfield)

On this, the 11<sup>th</sup> day of August, 2000, before me, Carl A. Lias, the undersigned Notary Public, personally appeared Linda L. Lance, known to me (or satisfactorily proved) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Carl A. Lias  
Notary Public in and for the State of PA

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.27a (c) 2000 CPI ProServices, Inc. All rights reserved. (PA-603 E3.27 F3.27 G3.27 LANCELLN R50.GVL)

NOTARIAL SEAL  
CARL A. LIAS, Notary Public  
DuBois, Clearfield County  
My Commission Expires March 31, 2003



EXHIBIT A

ALL THOSE CERTAIN PIECES OR PARCELS OF GROUND,  
TOGETHER WITH ALL IMPROVEMENTS THEREON, SITUATE  
IN THE SECOND WARD OF CLEARFIELD BOROUGH,  
CLEARFIELD COUNTY, PA, BOUNDED AND DESCRIBED AS  
FOLLOWS:

BEGINNING AT A POINT OR CONCRETE BLOCK ON THE  
SOUTHERN SIDE OF FOURTH STREET AND BEING THE  
NORTHWEST CORNER OF THE PREMISES HEREIN CONVEYED;  
THENCE ALONG THE SOUTHERN EDGE OF FOURTH STREET  
NORTH FIFTY-FIVE (55) DEGREES, TWENTY-THREE (23)  
MINUTES AND TWENTY-THREE (23) SECONDS EAST  
FIFTY-TWO (52) FEET TO A PIPE; THENCE SOUTH  
THIRTY-FOUR (34) DEGREES THIRTY-SIX (36) MINUTES  
THIRTY-SEVEN (37) SECONDS EAST ONE HUNDRED (100)  
FEET TO A PIPE; THENCE NORTH FIFTY-FIVE  
(55) DEGREES TWENTY-THREE (23) MINUTES  
TWENTY-THREE (23) SECONDS EAST TEN (10) FEET TO A  
PIPE; THENCE SOUTH THIRTY-FOUR (34) DEGREES  
THIRTY-SIX (36) MINUTES THIRTY-SEVEN (37) SECONDS  
EAST FIFTY (50) FEET TO A PIPE; THENCE SOUTH  
FIFTY-FIVE (55) DEGREES TWENTY-THREE (23) MINUTES  
TWENTY-THREE (23) SECONDS WEST SIXTY-TWO (62)  
FEET TO A PIPE; THENCE NORTH THIRTY-FOUR (34)  
DEGREES THIRTY-SIX (36) MINUTES THIRTY-SEVEN (37)  
SECONDS WEST ONE HUNDRED FIFTY (150) FEET TO A  
PIPE AND PLACE OF BEGINNING. BEING PART OF LOTS  
27, 30 AND 31 IN THE BETTS ADDITION TO THE  
BOROUGH OF CLEARFIELD AND BEING MORE FULLY  
DESCRIBED ON SURVEY MAP PREPARED BY SAMUEL B.  
YOST DATED AUGUST 10, 1985, A COPY OF WHICH IS  
ATTACHED HERETO.

BEING THE SAME PREMISES AS THE GRANTORS HEREIN,  
E. STEWARD BUTLER AND AUDREY J. BUTLER, HUSBAND  
AND WIFE, ACQUIRED BY DEED OF DANIEL H. FISHBONE  
AND ANNETTE K. FISHBONE DATED THE 30TH DAY OF  
NOVEMBER, 1990 AND RECORDED IN CLEARFIELD COUNTY  
DEED BOOK 1376, PAGE 439.



## PROMISSORY NOTE

Principal \$75,050.00	Loan Date 08-11-2000	Maturity 09-01-2010	Loan No 00001	Call	Collateral 00	Account 160417300	Officer 712	Initials
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References in the shaded areas are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**BORROWER:**  
John L. Burns  
28 1/2 Rear High Street  
Clearfield, PA 16830

**LENDER:**  
S & T BANK  
DuBois Regional Office  
614 Liberty Boulevard  
DuBois, PA 15801

**Principal Amount:** \$75,050.00

**Interest Rate:** 9.000%

**Date of Note:** August 11, 2000

**PROMISE TO PAY.** I promise to pay to S & T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seventy Five Thousand Fifty & 00/100 Dollars (\$75,050.00), together with interest at the rate of 9.000% per annum on the unpaid principal balance from August 11, 2000, until paid in full.

**PAYMENT.** I will pay this loan in 118 regular payments of \$603.87 each and one irregular last payment estimated at \$67,720.71. My first payment is due October 1, 2000, and all subsequent payments are due on the same day of each month after that. My final payment due September 1, 2010, will be for all principal and accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 30/365 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 365-day year. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 0.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided on this paragraph.

**COLLATERAL.** This Note is secured by a Mortgage dated August 11, 2000, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

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

**REFINANCING OPTION.** At maturity I will be able to apply for a refinance of the remaining balance of this Note providing that all of the following conditions are met: 1. I am still the owner and occupant of the property subject to the Mortgage of even date herewith. 2. My monthly payments are current. 3. None of my monthly payments have been more than thirty (30) days late during the preceding twelve month period immediately preceding maturity date. 4. There are no liens against the property, except for taxes and assessments not yet due and payable, with the exception of the Mortgage. 5. I have made a written request to the note holder to refinance the Note. 6. The remaining payments will be paid over not more than 240 months. 7. The value of the property determined by an independent appraiser conforms with required loan to value guidelines. 8. No other conditions of default as recited in the original promissory note have occurred. If all of these conditions are not met, I understand that the note holder is not obligated to refinance or modify the Note or to extend the maturity date and I will have to repay the note from my own resources or find a lender

willing to lend me money to repay the Note.

The note holder will notify me at least sixty (60) calendar days in advance of the maturity date and advise me of the principal, accrued but unpaid interest, and all other sums that I am expected to owe on the maturity date. If I choose to refinance, I must provide proof acceptable to the note holder of the required ownership, occupancy and property loan status. Prior to the maturity date, the note holder shall advise me of the new interest rate, the new monthly payment amount and the date, time and place at which I must appear to sign any documents required to complete the modification.

The new Note rate shall be the amount of a fixed rate of interest that the note holder is requiring for similar mortgage loans 45 days prior to the maturity date.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

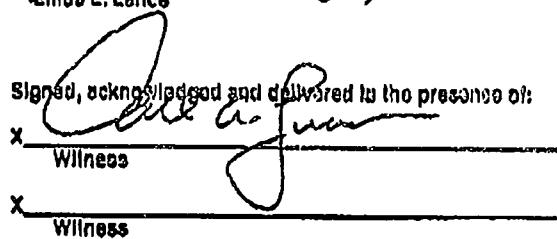
**PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

  
X \_\_\_\_\_ (S/PAL)  
Lance L. Lance

Signed, acknowledged and delivered in the presence of:

  
X \_\_\_\_\_ Witness  
X \_\_\_\_\_ Witness

100-12

## PREFERRED RATE MORTGAGE ADDENDUM TO NOTE

This Addendum to Note is made this 11th day of August, 2000, by and between Linda L. Lance and (Borrower) and S&T Bank, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, whose address is 800 Philadelphia Street, Indiana, PA 15701:

WHEREAS, Lender has loaned the principal sum of Seventy-Five Thousand Fifty Dollars and no/100 Dollars (\$75,050.00) to Borrower, as evidenced by the attached Note ("Note") of even date and executed by Borrower, and

WHEREAS, for mutual considerations, Borrower and Lender desire to amend and supplement the terms and conditions of the Note,

NOW, THEREFORE, it is agreed by and between Borrower and Lender, that the following provision is added to and hereby incorporated in and made a part of the terms and conditions of said Note, to-wit:

A. It is hereby agreed and understood that so long as Borrower meets the following conditions, the note rate will be 9.00 % and the monthly principal & interest payment will be \$ 603.87: (i) I (we) must establish and maintain with Lender, until this Note is paid in full, a demand deposit checking account; (ii) I (we) must authorize Lender to automatically deduct from the above mentioned checking account the amount of my monthly payment due under this Note; (iii) I (we) will maintain a checking account in good standing; (iv) I (We) will not revoke such authorization before this Note is paid in full. Should I fail to meet these conditions at any time prior to maturity, notwithstanding anything to the contrary stated in the Note, the interest rate set forth in the Addendum to Note shall automatically be increased by .25% to a note rate of 9.25 % and the amount of my monthly payment shall be increased in an amount sufficient to repay the principal balance then outstanding in substantially equal installments over the remaining term of this Note at the Note rate.

In the event of any conflict between the terms and conditions of this Addendum with the terms and conditions of the Note, the terms and conditions of this Addendum shall control.

By signing below, Borrower accepts and agrees to the terms and conditions contained in this Addendum.

Linda L. Lance  
Borrower Linda L. Lance

August 11, 2000  
Date

Borrower

Date

5/97



MEMBER FDIC

RESOURCE RECOVERY  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

814-268-1130  
FAX 814-268-1126

June 6, 2007

LINDA L LANCE  
508 S 4TH STREET  
CLEARFIELD PA 16830-2124

RE: Mortgage Loan #368-01000411890 Note number 00001

**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.

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.**

If you meet with one of the consumer credit counseling agencies listed at the end of this notice, S & T Bank may NOT take action against you for thirty (30) days after the date of this meeting. The names, addresses and telephone number 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 S & T Bank immediately of your intentions.

Linda L. Lance

June 6, 2007

Page 2 of 4

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Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's 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.**

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 A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.**

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

### **HOW TO CURE YOUR MORTGAGE DEFAULT**

The MORTGAGE held by S & T Bank on your property located in the Second Ward of Clearfield Borough, Clearfield County, Commonwealth of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$127.00 for the month of April, 2007 and \$827.00 each for the months of May and June, 2007 for a total of \$1,781.00). Late charges (and other costs) have also accrued to date in the amount of \$320.14. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$2,101.14**.

You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, 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:

**S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824**

Linda L. Lance

June 6, 2007

Page 3 of 4

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If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE ITS RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, 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.**

S & T Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

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 S & T Bank 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.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

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 S & T Bank at any time.

Linda L. Lance

June 6, 2007

Page 4 of 4

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You    may or X 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 S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,



Sheila M. Hendricks  
Resource Recovery Officer

SMH/amb  
Enclosure

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

**THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.**

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM  
may be able to help save your home.  
This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
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 IMMEDIATAMENTE 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.

# HEMAP Consumer Credit Counseling Agencies

## **CLEARFIELD County**

Report last updated: 12/15/2005 11:29:03 AM

### **CCCS of Northeastern PA**

202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

### **CCCS of Western PA**

Royal Remax Plaza  
917 A Logan Boulevard  
Altoona, PA 16602  
888.511.2227

### **CCCS of Western PA**

219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

### **Indiana Co. Community Action Program**

827 Water Street  
Box 187  
Indiana, PA 15701  
724.465.2657

### **Keystone Economic Development Corp.**

1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

### **The NORCAM Group**

4200 Crawford Avenue  
Suite 200  
Northern Cambria, PA 15714  
814.948.4444

**Pennsylvania  
Housing Finance Agency**

**Homeowners' Emergency  
Mortgage Assistance Loan Program**

Payments: 211 North Front Street, P.O. Box 1520

Harrisburg, PA 17105-5206

Correspondence: 211 North Front Street, P.O. Box 1553

Harrisburg, PA 17105-5530

(717) 780-3940 1-800-342-2397 FAX (717) 780-3995

TTY (717) 780-1869

9/18/2007

S&T BANK  
456 MAIN ST  
POB D  
BROCKWAY, PA 15824

**SUBJECT:**  
LINDA L. LANCE  
508 S 4TH ST  
CLEARFIELD, PA 16830  
HEMAP Account #: HE0001637347  
Loan #: 368-01000411890

Your application for a HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 1680.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

**DELETED IN LENDER'S COPY**

You may be entitled to an appeal hearing if you disagree with our decision. Requests for a hearing must be made in writing and must be submitted to the Agency within 15 days after the postmark date of this letter. Verbal requests are not acceptable. The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. You also have a right to an in-person hearing at the Agency's office in Harrisburg if you so desire. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - HEMAP Hearing Request, PHFA/HEMAP, 211 North Front Street, P.O. Box 15628, Harrisburg, PA, 17105-5628. The hearing request may also be faxed to the attention of Chief Counsel - Hearing Request at 717-780-4031. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print or type your name legibly and include your HEMAP Account Number and phone number where you may be reached during the day.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative toll free at 1-800-322-7572 for a referral to the office for your county. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

**DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:**

**1. Disclosure inapplicable.**

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

Sincerely,

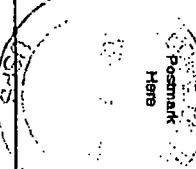
THE PENNSYLVANIA HOUSING FINANCE AGENCY  
Homeowners' Emergency Mortgage Assistance Program

**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

<b>RECEIVED</b>	
4589	4589
2760	2760
6956	6956
PS Form 3601, August 2006	Spec Reverse for instructions

Postage	\$ 0.58
Certified Fees	
Return Receipt Fee (Endorsement Required)	\$ 2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38

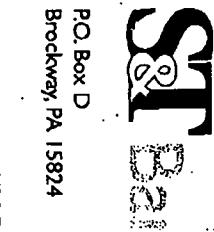


7006 2760 0004 6956 4589  
- LINDA L LANCE  
Street, Apt. No.: 508 S 4TH STREET  
or PO Box No.:  
City, State, Zip: CLEARFIELD PA 16830-2124

PS Form 3601, August 2006

Spec Reverse for instructions

**CERTIFIED MAIL™**



P.O. Box D  
Brockway, PA 15824



ADDRESS SERVICE REQUESTED

LINDA L LANCE  
508 S 4TH STREET  
CLEARFIELD PA 16830-2124

NIXIE 165 DE 1 00 06/25/07

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 15824050499 \*2243-12082-07-37

158240504  
158240504

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mails or Priority Mails.
- Certified Mail is not available for any class of International mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a Return Receipt may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "Restricted Delivery".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, August 2004 (Reverse) PSN 7550-02-000-9047

**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.

FINAL NOTICE

COMPLETE THIS SECTION ON DELIVERY		
A. Signature	<input checked="" type="checkbox"/> Agent	
X	<input type="checkbox"/> Addressee	
B. Received by (Printed Name)	C. Date of Delivery	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If YES, enter delivery address below:		
[Large empty box for address]		

**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**

7006 2760 0004 6956 4589

PS Form 3811, February 2004 Domestic Return Receipt

102585-02-00-1540



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103447  
NO: 07-1864-CD  
SERVICE # 1 OF 1  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK  
vs.  
DEFENDANT: LINDA L. LANCE

SHERIFF RETURN

NOW, November 20, 2007 AT 11:13 AM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LINDA L. LANCE DEFENDANT AT 508 SOUTH 4TH ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO BRIAN LANCE, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: HUNTER / DEHAVEN

FILED  
01/24/08  
FEB 20 2008  
William A. Shaw  
Prothonotary/Clerk of Courts

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	S&T BANK	062005304	10.00
SHERIFF HAWKINS	S&T BANK	062005304	20.00

Sworn to Before Me This  
\_\_\_\_ Day of \_\_\_\_\_  
2008  
2007

So Answers,

*Chester A. Hawkins  
Guy Marilyn Hause*  
Chester A. Hawkins  
Sheriff

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

S & T BANK, :  
Plaintiff : No. 2007-1864-CD  
vs. :  
LINDA L. LANCE :  
Defendant :  
:

FILED Aff pd.  
01/05/2008 20.00  
MAR 24 2008 Notice to  
William A. Shaw, Sr. Prothonotary/Clerk of Court  
Statement to  
Atty  
6K

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on February 22, 2008, I sent by First Class Mail, postage prepaid, the notice required by Pa.R.C.P. 237.1 of our intent to enter a default judgment against the Defendant. Attached hereto and incorporated herein is a true and correct copy of said Notice.

2. This Notice was sent to the Defendant at the following address:

Linda L. Lance  
508 South 4<sup>th</sup> Street  
Clearfield, PA 16830

3. More than ten days have elapsed since the mailing of said Notice, but Defendants are still in default of an Answer or other responsive pleading.

4. Please enter judgment in favor of the Plaintiff and against the Defendants in the amount of \$75,521.84 plus interest and costs of suit.

a)	Balance	\$70,702.19
b)	Late charges	\$ 301.90
c)	Interest Due to 10/09/07	\$ 3,870.22

d)	Interest accruing after 10/09/07 at \$17.4334167 per day (to be added)	\$_____
e)	Costs of Suit (to be added)	\$_____
f)	Attorney's fee	\$_____
g)	Bank fees	\$ 169.00
h)	Escrow Deficiency	\$ 1,178.53
i)	Unapplied funds	\$ -(700.00)

PRELIMINARY TOTAL \$75,521.84

Date: Prothonotary's costs \$\_\_\_\_\_

FINAL TOTAL \$\_\_\_\_\_

Respectfully submitted,



Peter F. Smith, Esquire  
Attorney for Plaintiff

Date: 3/17/08

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

S & T BANK, :  
Plaintiff :  
vs. : No. 2007-1864-CD  
LINDA L. LANCE :  
Defendant :  
TO: Linda L. Lance  
508 South 4<sup>th</sup> Street  
Clearfield, PA 16830

***IMPORTANT NOTICE***

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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 TO A 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.

**THIS TEN (10) DAY PERIOD SHALL EXPIRE ON March 4, 2008.**

Clearfield County Prothonotary  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641, ext. 5988

Date: February 22, 2008



Peter F. Smith, Attorney for Plaintiff

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

COPY

S & T BANK, :  
Plaintiff :  
vs. : No. 2007-1864-CD  
LINDA L. LANCE :  
Defendant :

Notice is given that a judgment has been entered of record in Clearfield County against LINDA L. LANCE, Defendant, and in favor of the Plaintiff in the amount of \$75,521.84, plus interest and costs.

Prothonotary

By Willie Clegg, Deputy

Rule of Civil Procedure No. 236

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

COPY

S & T Bank  
Plaintiff(s)

No.: 2007-01864-CD

Real Debt: \$75,521.84

Atty's Comm: \$

Vs.

Costs: \$

Linda L. Lance  
Defendant(s)

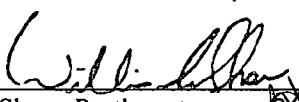
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 24, 2008

Expires: March 24, 2013

Certified from the record this 24th day of March, 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

S & T BANK, :  
Plaintiff :  
vs. : No. 2007-1864-CD  
LINDA L. LANCE :  
Defendant :

CERTIFICATE OF ADDRESS

I, Peter F. Smith, attorney for Plaintiff, certify that to the best of my information, knowledge and belief, the correct name and address of the Plaintiff and last known address of the Defendant are:

Plaintiff: S & T Bank  
800 Philadelphia Street  
Indiana, PA 15701

Defendant: Linda L. Lance  
508 South 4<sup>th</sup> Street  
Clearfield, PA 16830

Date: 3/7/08

  
Peter F. Smith  
Attorney for Plaintiff

FILED  
01/10/2008  
MAR 24 2008  
CC  
GR  
William A. Shaw  
Prothonotary/Clerk of Courts

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

S & T BANK, :  
Plaintiff :  
: :  
vs. : No. 2007-1864-CD  
: :  
LINDA L. LANCE :  
Defendant :  
:

AFFIDAVIT PURSUANT TO RULE 3129

1. Name and address of Plaintiff in the judgment:

S & T Bank  
900 Philadelphia Street  
P.O. Box 190  
Indiana, PA 15701

FILED NO CC  
M/JW D/B/04  
MAR 24 2008 (GP)

William A. Shaw  
Prothonotary/Clerk of Courts

2. Name and address of Defendant in the judgment:

Linda L. Lance  
508 South 4<sup>th</sup> Street  
Clearfield, PA 16830

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

S & T Bank  
900 Philadelphia Street  
P.O. Box 190  
Indiana, PA 157010  
2007-1864-CD  
Date:  
\$75,521.84

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

S & T Bank  
900 Philadelphia Street  
P.O. Box 190  
Indiana, PA 15701

Bankers Insurance Company  
360 Central Avenue  
St. Petersburg, FL 33701

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

Clearfield County DRO  
Clearfield County Annex Bldg  
230 East Market Street  
Clearfield, PA 16830

6. 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 knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S §4904 relating to unsworn falsifications to authorities.

Dated:

3/21/08



Peter F. Smith,  
Attorney for Plaintiff  
30 South Second St., P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

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

FILED

01/10/5734  
MAR 24 2008

S & T BANK, :  
Plaintiff :  
: vs. :  
: : No. 2007-1864-CD  
LINDA L. LANCE :  
Defendant :  
:

William A. Shaw  
Prothonotary/Clerk of Courts  
Pitt pd. 20.00  
1CC 6 Wonts w/  
prop. desc. to Sheriff  
⑧

PRAECIPE FOR WRIT OF EXECUTION

To: Clearfield County Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter directed to the Sheriff of Clearfield County as follows:

1. Index this Writ against:

LINDA L. LANCE

2. Property owned by the Defendant as follows:

The parcel of real estate subject to this action consists of a ranch house and part of three lots, known as 508 South 4<sup>th</sup> Street, Clearfield, (Clearfield County) Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 4.2-K08-225-00053 and is more particularly described as follows:

ALL those certain pieces or parcels of ground, together with all improvements thereon, situate in the Second Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point or concrete block on the southern side of Fourth Street and being the northwest corner of the premises herein conveyed; thence along the southern edge of Fourth Street North fifty-five (55) degrees, twenty-three (23) minutes and twenty-three (23) seconds East fifty-two (52) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East one hundred (100) feet to a pipe; thence North fifty-five (55) degrees twenty-three (23) minutes twenty-three seconds East ten (10) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East fifty (50) feet to a pipe; thence South fifty-five (55) degrees twenty-three (23) minutes twenty-three (23) seconds West sixty-two (62) feet to a pipe; thence North thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds West one hundred fifty (150) feet to a pipe and place of beginning. Being

part of lots 27, 30 and 31 in the Betts Addition to the Borough of Clearfield and being more fully described of survey map prepared by Samuel B. Yost dated August 10, 1985.

BEING the same premises conveyed to Linda L. Lance by deed dated August 11, 2000 and recorded at Clearfield County Instrument No. 200011691.

3. Amounts due:

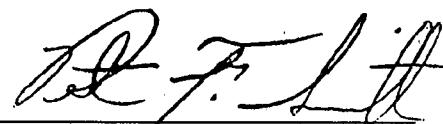
a)	Balance	\$70,702.19
b)	Late charges	\$ 301.90
c)	Interest Due to 10/09/07	\$ 3,870.22
d)	Interest accruing after 10/09/07 at \$17.4334167 per day (to be added)	\$ _____
e)	Costs of Suit (to be added)	\$ _____
f)	Attorney's fee	\$ _____
g)	Bank fees	\$ 169.00
h)	Escrow Deficiency	\$ 1,178.53
i)	Unapplied funds	\$ -(700.00)

PRELIMINARY TOTAL \$75,521.84

Date: Prothonotary's Prothonotary costs \$ 125.00

FINAL TOTAL \$ \_\_\_\_\_

Respectfully submitted,



Peter F. Smith, Esquire  
Attorney for Plaintiff  
30 South Second Street  
P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

Dated:

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

S & T BANK, :  
Plaintiff :  
: :  
vs. : No. 2007-1864-CD  
: :  
LINDA L. LANCE :  
Defendant :  
:

**WRIT OF EXECUTION  
NOTICE**

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 also 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; and, (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 to prove your exemptions, you may lose some of your property.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE 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  
Corner of Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641

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

COPY

S & T BANK, :  
Plaintiff :  
: vs. : No. 2007-1864-CD  
: :  
LINDA L. LANCE :  
Defendant :

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the  
Defendant above:

1. You are directed to levy upon the real estate owned by the Defendant as  
follows and sell her interest therein:

The parcel of real estate subject to this action consists of a ranch house and  
part of three lots, known as 508 South 4<sup>th</sup> Street, Clearfield, (Clearfield County)  
Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 4.2-K08-  
225-00053 and is more particularly described as follows:

ALL those certain pieces or parcels of ground, together with all  
improvements thereon, situate in the Second Ward of Clearfield Borough,  
Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point or concrete block on the southern side of Fourth  
Street and being the northwest corner of the premises herein conveyed; thence  
along the southern edge of Fourth Street North fifty-five (55) degrees, twenty-  
three (23) minutes and twenty-three (23) seconds East fifty-two (52) feet to a pipe;  
thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37)  
seconds East one hundred (100) feet to a pipe; thence North fifty-five (55) degrees  
twenty-three (23) minutes twenty-three seconds East ten (10) feet to a pipe;  
thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37)  
seconds East fifty (50) feet to a pipe; thence South fifty-five (55) degrees twenty-  
three (23) minutes twenty-three (23) seconds West sixty-two (62) feet to a pipe;  
thence North thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37)  
seconds West one hundred fifty (150) feet to a pipe and place of beginning. Being  
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being more fully described of survey map prepared by Samuel B. Yost dated

August 10, 1985.

BEING the same premises conveyed to Linda L. Lance by deed dated August 11, 2000 and recorded at Clearfield County Instrument No. 200011691.

3. Amounts due:

a)	Balance	\$70,702.19
b)	Late charges	\$ 301.90
c)	Interest Due to 10/09/07	\$ 3,870.22
d)	Interest accruing after 10/09/07 at \$17.4334167 per day (to be added)	\$ _____
e)	Costs of Suit (to be added)	\$ _____
f)	Attorney's fee	\$ _____
g)	Bank fees	\$ 169.00
h)	Escrow Deficiency	\$ 1,178.53
i)	Unapplied funds	\$ -(700.00)

PRELIMINARY TOTAL \$75,521.84

Date: Prothonotary's costs \$ 125.00

FINAL TOTAL \$ \_\_\_\_\_

4. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant, the levy and attachment shall not include any funds that may be traced to such direct deposits. In addition, the levy and attachment shall not include \$300.00 in the amount of Defendant.

\_\_\_\_\_  
Prothonotary

By: Willie Thompson 3124108  
Deputy

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

S & T BANK, :  
Plaintiff :  
:  
vs. : No. 2007-1864-CD  
:  
LINDA L. LANCE :  
Defendant :  
:

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant(s), claim exemption of property from levy or attachment:

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

(a) I desire that my \$300.00 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 \$300.00 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 hearing should be given to me at:

---

Address

---

Phone Number

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

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

Defendant

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

Defendant

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

Clearfield County Sheriff  
Clearfield County Courthouse  
Corner of Second and Market Streets  
Clearfield, PA 16830

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

1. \$300.00 statutory exemption
2. Bibles, schoolbooks, sewing machines, uniforms, and equipment
3. Most wages and unemployment compensation
4. Social security benefits
5. Certain retirements 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

S & T BANK,

Plaintiff

vs.

No. 2007-1864-CD

LINDA L. LANCE

Defendant

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by Certified Mail to the Defendant and by First Class Mail, Postage Prepaid, a true and correct copy of the NOTICE PURSUANT TO P.A.R.C.P. 3129 and SHERIFF'S SALE OF VALUABLE REAL ESTATE on the following parties at the following addresses on May 20, 2008

The U.S. Postal Forms 3811 and 3817 certifying this mailing is attached hereto and incorporated herein:

**First Class Mail &  
Certified Mail**

70050390000372289410  
Linda L. Lance  
508 South 4<sup>th</sup> Street  
Clearfield, PA 16830

S & T Bank  
900 Philadelphia St.  
P.O. Box 190  
Indiana, PA 15701

Carolyn M. Fridley, Asst. VP  
S & T Bank  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

Bankers Insurance Company  
360 Central Avenue  
St. Petersburg, FL 33701

Date: May 20, 2008

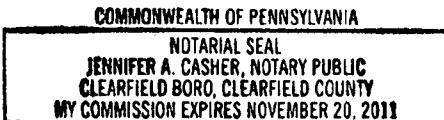
FILED NO cc  
0103864  
JUN 03 2008  
William A. Shaw  
Prothonotary/Clerk of Courts



Peter F. Smith, Counsel for Plaintiff  
30 South Second Street, P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

SWORN AND SUBSCRIBED  
before me this 20<sup>th</sup> day of May, 2008.

Jennifer A. Casher  
Notary Public



S&T Bank v. Lance  
Clearfield Co. No. 2007-1864-CD  
Attachment to Certificate of Service

**SENDER: COMPLETE THIS SECTION**

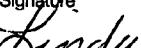
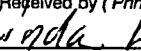
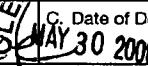
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

---

**1. Article Addressed to:**

Linda L. Lance  
508 South 4th Street  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature	 	
<input checked="" type="checkbox"/> Linda <input type="checkbox"/> Lamey		
B. Received by (Printed Name)	C. Date of Delivery	
		
D. Is delivery address different from item 1? <input type="checkbox"/> Yes		
If YES, enter delivery address below: <input type="checkbox"/> No		
		

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

OFFICIAL USE

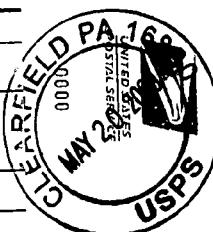
SEN TO LINDA L. LANCE  
STREET, APT. NO. 4  
OR PO BOX NO. 508  
CITY, STATE, ZIP 44214  
SOUTH 4TH STREET  
CLEARFIELD, PA 16830

PPS Form 3800, June 2002  
See Reverse for Instructions



PS Form 3817 January 2001

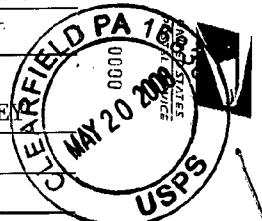
U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	
PETER F. SMITH, ATTORNEY	
P.O. BOX 130	
CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to:	
S & T BANK	
ATTN: CAROLYN M. FRIDLEY, ASST VP	
456 MAIN ST., P.O. BOX D	
BROCKWAY, PA 15824	



PS Form 3817, January 2001

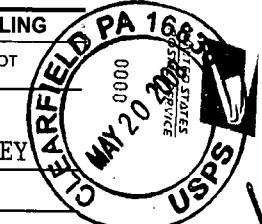
S&T Bank v. Lance  
Clearfield Co. No. 2007-1864-CD  
Attachment to Certificate of Service

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		PETER F. SMITH, ATTORNEY	
		P.O. BOX 130	
		CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to:			
S & T BANK			
900 PHILADELPHIA STREET			
P.O. BOX 190			
INDIANA, PA 15701			



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:		PETER F. SMITH, ATTORNEY	
		P.O. BOX 130	
		CLEARFIELD, PA 16830	
One piece of ordinary mail addressed to:			
BANKERS INSURANCE COMPANY			
360 CENTRAL AVENUE			
ST. PETERSBURG, FL 33701			



PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20753  
NO: 07-1864-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: LINDA L. LANCE

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 3/24/2008

LEVY TAKEN 4/10/2008 @ 10:55 AM

POSTED 4/10/2008 @ 10:55 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/12/2009

DATE DEED FILED NOT SOLD

5  
**FILED**  
019-02-621  
JAN 12 2009  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

4/10/2008 @ 10:55 AM SERVED LINDA L. LANCE

SERVED LINDA L. LANCE, DEFENDANT, AT THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND ST., SUITE 116, CLEARFIELD, CLERAFIELD COUNTY, PENNSYLVNIA BY HANDING TO LINDA L. LANCE

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

@ SERVED

NOW, MAY 15, 2008 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 6, 2008 TO JULY 11, 2008.

@ SERVED

NOW, JULY 16 2008 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR JULY 11, 2008 DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20753  
NO: 07-1864-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: LINDA L. LANCE

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$179.74

SURCHARGE \$20.00 PAID BY PLAINTIFF

So Answers,

*Chester Hawkins*  
*by Antone Bitter-Aghental*  
Chester A. Hawkins  
Sheriff

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

S & T BANK,

Plaintiff

vs.

No. 2007-1864-CD

LINDA L. LANCE

Defendant

**WRIT OF EXECUTION  
NOTICE**

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 also 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; and, (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 to prove your exemptions, you may lose some of your property.

**YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE 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  
Corner of Second and Market Streets  
Clearfield, PA 16830  
(814) 765-2641

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

S & T BANK, :  
Plaintiff :  
vs. : No. 2007-1864-CD  
LINDA L. LANCE :  
Defendant :  
:

WRIT OF EXECUTION

Commonwealth of Pennsylvania/County of Clearfield  
To the Sheriff of Clearfield County

To satisfy the judgment, interest, costs and attorney's commission against the Defendant above:

1. You are directed to levy upon the real estate owned by the Defendant as follows and sell her interest therein:

The parcel of real estate subject to this action consists of a ranch house and part of three lots, known as 508 South 4<sup>th</sup> Street, Clearfield, (Clearfield County) Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 4.2-K08-225-00053 and is more particularly described as follows:

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BEGINNING at a point or concrete block on the southern side of Fourth Street and being the northwest corner of the premises herein conveyed; thence along the southern edge of Fourth Street North fifty-five (55) degrees, twenty-three (23) minutes and twenty-three (23) seconds East fifty-two (52) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East one hundred (100) feet to a pipe; thence North fifty-five (55) degrees twenty-three (23) minutes twenty-three seconds East ten (10) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East fifty (50) feet to a pipe; thence South fifty-five (55) degrees twenty-three (23) minutes twenty-three (23) seconds West sixty-two (62) feet to a pipe; thence North thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds West one hundred fifty (150) feet to a pipe and place of beginning. Being part of lots 27, 30 and 31 in the Betts Addition to the Borough of Clearfield and being more fully described of survey map prepared by Samuel B. Yost dated

August 10, 1985.

BEING the same premises conveyed to Linda L. Lance by deed dated August 11, 2000 and recorded at Clearfield County Instrument No. 200011691.

3. Amounts due:

a)	Balance	\$70,702.19
b)	Late charges	\$ 301.90
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d)	Interest accruing after 10/09/07 at \$17.4334167 per day (to be added)	\$ _____
e)	Costs of Suit (to be added)	\$ _____
f)	Attorney's fee	\$ _____
g)	Bank fees	\$ 169.00
h)	Escrow Deficiency	\$ 1,178.53
i)	Unapplied funds	\$ <u>(700.00)</u>

PRELIMINARY TOTAL \$75,521.84

Date: Prothonotary's costs \$ 125.00

FINAL TOTAL \$ \_\_\_\_\_

4. If Social Security or Supplemental Security Income funds are directly deposited into an account of the Defendant, the levy and attachment shall not include any funds that may be traced to such direct deposits. In addition, the levy and attachment shall not include \$300.00 in the amount of Defendant.

\_\_\_\_\_  
Prothonotary

By: John A. Hawkins 3124108  
Deputy

Received this writ this 24th day  
of March A.D. 2008  
At 1:00 A.M. P.M.

John A. Hawkins  
Sheriff Sgt. Andrew Bitter - Aughland

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

S & T BANK,

Plaintiff

vs.

No. 2007-1864-CD

LINDA L. LANCE

Defendant

CLAIM FOR EXEMPTION

To the Sheriff:

I, the above-named Defendant(s), claim exemption of property from levy or attachment:

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

(a) I desire that my \$300.00 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 \$300.00 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 hearing should be given to me at:

---

Address

---

Phone Number

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

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

Defendant

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

Defendant

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

Clearfield County Sheriff  
Clearfield County Courthouse  
Corner of Second and Market Streets  
Clearfield, PA 16830

## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LINDA L. LANCE

NO. 07-1864-CD

NOW, January 11, 2009, 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 July 11, 2008, I exposed the within described real estate of Linda L. Lance to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.74
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$179.74</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	70,702.19
INTEREST @ 17.4300	4,810.68
FROM 10/09/2007 TO 07/11/2008	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	301.90
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	169.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	1,178.53
INTEREST	3,870.22
MISCELLANEOUS	(700.00)
<b>TOTAL DEBT AND INTEREST</b>	<b>\$80,352.52</b>

**COSTS:**

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

ADVERTISING	393.46
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	179.74
LEGAL JOURNAL COSTS	99.00
PROTHONOTARY	
MORTGAGE SEARCH	125.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$797.20</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

PETER F. SMITH  
ATTORNEY  
30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595  
FAX (814) 765-6662

E-mail  
pfsatty@verizon.net

July 11, 2008

Hand Deliver  
Clearfield County Sheriff  
Attn: Cindy Aughenbaugh  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: S&T v Lance  
No. 2007-1864

Dear Cindy:

I write to advise that Ms. Lance has filed bankruptcy. That stays all proceedings in this case against her.

Please cancel this sale and return the Writ to the Prothonotary unexecuted.

Sincerely,



Peter F. Smith

PFS/jaw  
Cc: Carolyn Fridley, S&T

RECEIVED  
JUL 16 2008

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

S & T BANK, :  
Plaintiff : No. 2007-1864-CD  
: :  
vs. :  
: :  
LINDA L. LANCE, :  
Defendant :  
: :

FILED *PAF pd.*  
*10/10/35/04 20.00*  
JAN 19 2010 *ICCo6*  
William A. Shaw  
Prothonotary/Clerk of Courts  
writs to  
Sheriff

**PRAECIPE FOR WRIT OF EXECUTION**

To: Clearfield County Prothonotary

Dear Sir:

Kindly issue a Writ of Execution in the above-captioned matter:

**Amounts Due:**

a)	Balance	\$69,737.48
b)	Late charges	\$ 181.14
c)	Interest Due to 12/18/09	\$11,198.29
d)	Interest accruing after 12/18/09 at \$17.1955430 per day (to be added)	\$ _____
e)	Costs of Suit (to be added)	\$ _____
f)	Attorney's fee (to be added)	\$ _____
g)	Bank fees	\$ 3,632.50
h)	Escrow Deficiency	<u>\$ 3,873.85</u>

PRELIMINARY TOTAL \$88,623.26

Date: Prothonotary's costs \$ 145.00

FINAL TOTAL \$ \_\_\_\_\_

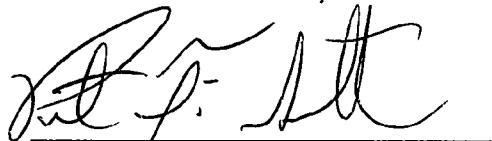
The parcel of real estate subject to this action consists of a ranch house and part of three lots, known as 508 South 4<sup>th</sup> Street, Clearfield, (Clearfield County) Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 4.2-K08-225-00053 and is more particularly described as follows:

ALL those certain pieces or parcels of ground, together with all improvements thereon, situate in the Second Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point or concrete block on the southern side of Fourth Street and being the northwest corner of the premises herein conveyed: thence along the southern edge of Fourth Street North fifty-five (55) degrees, twenty-three (23) minutes and twenty-three (23) seconds East fifty-two (52) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East one hundred (100) feet to a pipe; thence North fifty-five (55) degrees twenty-three (23) minutes twenty-three seconds East ten (10) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East fifty (50) feet to a pipe; thence South fifty-five (55) degrees twenty-three (23) minutes twenty-three (23) seconds West sixty-two (62) feet to a pipe; thence North thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds West one hundred fifty (150) feet to a pipe and place of beginning. Being part of lots 27, 30 and 31 in the Betts Addition to the Borough of Clearfield and being more fully described of survey map prepared by Samuel B. Yost dated August 10, 1985.

BEING the same premises conveyed to Linda L. Lance by deed dated August 11, 2000 and recorded at Clearfield County Instrument No. 200011691.

Dated: 12/30/09



Peter F. Smith, Esquire  
Attorney for Plaintiff  
P. O. Box 130,30 South Second Street  
Clearfield, PA 16830  
(814) 765-5595

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

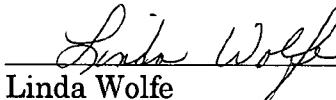
S & T BANK, :  
Plaintiff : No. 2007-1864-CD  
vs. :  
LINDA L. LANCE, :  
Defendant :

**AFFIDAVIT OF NON MILITARY SERVICE**

I, Linda Wolfe, being duly sworn according to law depose and say:

1. I am an adult individual competent to make this Affidavit.
2. I am employed as a Resource Recovery Officer at S&T Bank, Plaintiff in the above captioned matter.
3. In that capacity, I am personally familiar with this matter.
4. To the best of my knowledge, information and belief, the Defendant is not on active duty in service of the United States Military.

FURTHER, The Deponent saith not.

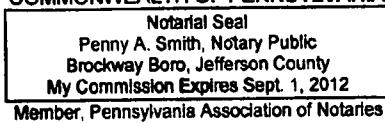
  
\_\_\_\_\_  
Linda Wolfe

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF JEFFERSON

SWORN AND SUBSCRIBED  
before me this 6TH day of January, 2010.

Penny A. Smith  
Notary Public

COMMONWEALTH OF PENNSYLVANIA



**COPY**

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

S & T BANK, :  
Plaintiff : No. 2007-1864-CD  
vs. :  
LINDA L. LANCE, :  
Defendant :  
:

**WRIT OF EXECUTION**

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

The parcel of real estate subject to this action consists of a ranch house and part of three lots, known as 508 South 4<sup>th</sup> Street, Clearfield, (Clearfield County) Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 4.2-K08-225-00053 and is more particularly described as follows:

ALL those certain pieces or parcels of ground, together with all improvements thereon, situate in the Second Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point or concrete block on the southern side of Fourth Street and being the northwest corner of the premises herein conveyed; thence along the southern edge of Fourth Street North fifty-five (55) degrees, twenty-three (23) minutes and twenty-three (23) seconds East fifty-two (52) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East one hundred (100) feet to a pipe; thence North fifty-five (55) degrees twenty-three (23) minutes twenty-three seconds East ten (10) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East fifty (50) feet to a pipe; thence South fifty-five (55) degrees twenty-three (23) minutes twenty-three (23) seconds West sixty-two (62) feet to a pipe; thence North thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds West one hundred fifty (150) feet to a pipe and place of beginning. Being part of lots 27, 30 and 31 in the Betts Addition to the Borough of Clearfield and being more fully described of survey map prepared by Samuel B. Yost dated August 10, 1985.

BEING the same premises conveyed to Linda L. Lance by deed dated August 11, 2000 and recorded at Clearfield County Instrument No. 200011691.

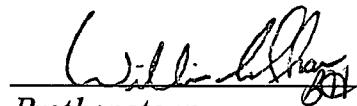
Amounts Due:

a)	Balance	\$69,737.48
b)	Late charges	\$ 181.14
c)	Interest Due to 12/18/09	\$11,198.29
d)	Interest accruing after 12/18/09 at \$17.1955430 per day (to be added)	\$ _____
e)	Costs of Suit (to be added)	\$ _____
f)	Attorney's fee (to be added)	\$ _____
g)	Bank fees	\$ 3,632.50
h)	Escrow Deficiency	<u>\$ 3,873.85</u>

PRELIMINARY TOTAL \$88,623.26

Date: Prothonotary's costs \$ 145.00

FINAL TOTAL \$ \_\_\_\_\_

  
\_\_\_\_\_  
Prothonotary

\_\_\_\_\_  
Deputy

Seal of the Court  
Date: 11/19/2010

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

S & T BANK, :  
Plaintiff :  
vs. : No. 2007-1864-CD  
LINDA L. LANCE :  
Defendant :

**AFFIDAVIT PURSUANT TO RULE 3129**

FILED  
01/19/2010 NO CC  
JAN 19 2010 (60)  
S William A. Shaw  
Prothonotary/Clerk of Courts

1. Name and address of Plaintiff in the judgment:

S & T Bank  
900 Philadelphia Street  
P.O. Box 190  
Indiana, PA 15701

2. Name and address of Defendant in the judgment:

Linda L. Lance  
508 South 4<sup>th</sup> Street  
Clearfield, PA 16830

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

S & T Bank  
900 Philadelphia Street  
P.O. Box 190  
Indiana, PA 157010  
2007-1864-CD  
Date:  
\$75,421.84

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

S & T Bank  
900 Philadelphia Street  
P.O. Box 190  
Indiana, PA 15701

Bankers Insurance Company  
360 Central Avenue  
St. Petersburg, FL 33701

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

None

6. 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 knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S §4904 relating to unsworn falsifications to authorities.

Dated: 12/30/89



Peter F. Smith,  
Attorney for Plaintiff  
30 South Second St., P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

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

S & T BANK,

Plaintiff

vs.

No. 2007-1864-CD

LINDA L. LANCE

Defendant

CERTIFICATE OF SERVICE

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by Certified Mail to the Defendant and by First Class Mail, Postage Prepaid, a true and correct copy of the NOTICE PURSUANT TO P.A.R.C.P. 3129 and SHERIFF'S SALE OF VALUABLE REAL ESTATE on the following parties at the following addresses on February 9, 2010

The U.S. Postal Forms 3811 and 3817 certifying this mailing is attached hereto and incorporated herein:

First Class Mail &  
Certified Mail

Linda L. Lance  
508 South 4<sup>th</sup> Street  
Clearfield, PA 16830

S & T Bank  
900 Philadelphia St.  
P.O. Box 190  
Indiana, PA 15701

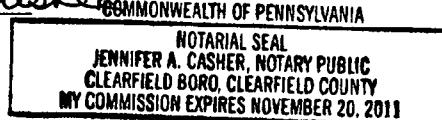
Carolyn M. Fridley, Asst. VP  
S & T Bank  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

Bankers Insurance Company  
360 Central Avenue  
St. Petersburg, FL 33701

Date:

SWORN AND SUBSCRIBED  
before me this 9 day of Feb., 2010.

Jennifer A. Casper  
Notary Public



Peter F. Smith, Counsel for Plaintiff  
30 South Second Street, P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

FILED *ICC*  
FEB 12 2010 *AG*  
*10/10/2010*  
P. Smith

William A. Shaw  
Prothonotary/Clerk of Courts *(6)*

S&T Bank v. Lance  
Clearfield Co. No. 2007-1864-CD  
Attachment to Certificate of Service



**Certificate Of  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

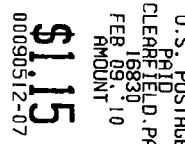
From: Peter F. Smith, Esquire  
P.O. Box 130



1000

Clearfield, PA 16830

To: Linda L. Lance  
508 S. Fourth Street  
Clearfield, PA 16830



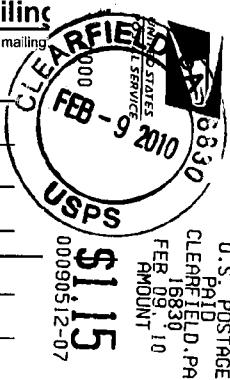
PS Form 3817, April 2007 PSN 7530-02-000-9065



**Certificate Of  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith, Esquire  
P.O. Box 130  
Clearfield, PA 16830



To: S&T Bank  
900 Philadelphia St.  
P.O. Box 190  
Indiana, PA 15701

PS Form 3817, April 2007 PSN 7530-02-000-9065



**Certificate Of  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith, Esquire  
P.O. Box 130  
Clearfield, PA 16830



To: S&T Bank  
Carolyn M. Fridley, Asst. V. P.  
456 Main Street, P.O. Box D  
Brockway, PA 15824

PS Form 3817, April 2007 PSN 7530-02-000-9065

**CERTIFICATE OF MAILING**

U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE—POSTMASTER

Received From:  
Peter F. Smith, Esquire  
P.O. Box 130  
One piece of ordinary mail addressed to:  
Bankers Insurance Company  
360 Central Avenue  
St. Petersburg, FL 33701

**U.S. POSTAGE PAID**  
**CLEARFIELD, PA 16830**  
**FEB 09 2010**  
**AMOUNT**  
**\$1.15**  
**00090512-07**

S&T Bank v. Lance  
Clearfield Co. No. 2007-1864-CD  
Attachment to Certificate of Service

4232 6310  
0003  
0100  
7006

<b>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)</b>		
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>		
CERTIFIED MAIL RECEIVED		
<b>OFFICIAL USE</b>		
Postage	\$ 0.44	0830
Certified Fee	\$ 2.80	07
Return Receipt Fee (Endorsement Required)	\$ 2.30	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$ 0.00	
Total Postage & Fees	\$ 5.54	02/09/2010
<b>Sent To</b> Linda L. Lance Street, Apt. No.; or PO Box No. 508 S. 4th Street City, State, ZIP+4 Clearfield, PA 16830		
PS Form 3800, June 2002 See Reverse for Instructions		

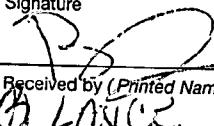
**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Linda L. Lance  
508 S. 4th Street  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature   Agent  Addressee

B. Received by (Printed Name) **L. Lance** C. Date of Delivery **2/10/10**

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

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

4. Restricted Delivery? (Extra Fee)  Yes

7006 0100 0003 4232 6310

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

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

S & T BANK, :  
Plaintiff :  
vs. : No. 2007-1864-CD  
LINDA L. LANCE :  
Defendant :  
S

FILED  
MAY 17 2010  
NO CC  
610

William A. Shaw  
Prothonotary/Clerk of Courts

**CERTIFICATE OF SERVICE**

I, Peter F. Smith, Counsel for the Plaintiff in the above-captioned matter, being duly sworn according to law, depose and say that I sent by Certified Mail to the Defendant and by First Class Mail, Postage Prepaid, a true and correct copy of the NOTICE PURSUANT TO P.A.R.C.P. 3129 and SHERIFF'S SALE OF VALUABLE REAL ESTATE on the following parties at the following addresses on May 3, 2010

The U.S. Postal Forms 3811 and 3817 certifying this mailing is attached hereto and incorporated herein:

**First Class Mail &  
Certified Mail**

Linda L. Lance  
508 South 4<sup>th</sup> Street  
Clearfield, PA 16830

S & T Bank  
900 Philadelphia St.  
P.O. Box 190  
Indiana, PA 15701

Carolyn M. Fridley, Asst. VP  
S & T Bank  
456 Main Street  
P.O. Box D  
Brockway, PA 15824

Bankers Insurance Company  
360 Central Avenue  
St. Petersburg, FL 33701

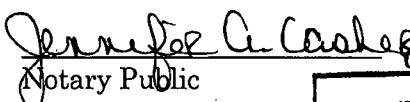
Clearfield Municipal Authority  
107 East Market Street  
Clearfield, PA 16830

George W. Lee, President  
Liberty Bail Bonds, Inc.  
1139 Penn Avenue  
Pittsburgh, PA 15222

Date: 5/3/10

  
Peter F. Smith, Counsel for Plaintiff  
30 South Second Street, P.O. Box 130  
Clearfield, PA 16830  
(814) 765-5595

SWORN AND SUBSCRIBED  
before me this 3 day of May, 2010.

  
Jennifer A. Casher  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
JENNIFER A. CASHER, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES NOVEMBER 20, 2011



**Certificate C  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Peter F. Smith, Esquire

P.O. Box 130

Clearfield, PA 16830

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
MAY 03, 2010  
FIRST CLASS

**\$1.15**  
00085835-03



1000

To: George W. Lee, President  
Liberty Bail Bonds, Inc.  
1139 Penn avenue  
Pittsburgh, PA 15222

PS Form 3817, April 2007 PSN 7530-02-000-9065

4232 5528  
0100 0003  
7006

<b>U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)</b>	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 0.44
Certified Fee	\$ 2.80
Return Receipt Fee (Endorsement Required)	\$ 2.30
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 5.54
	
<b>Sent To</b> <u>Linda L. Lance</u> <u>Street, Apt. No.;</u> <u>or PO Box No.</u> <u>508 South 4th street</u> <u>City, State, ZIP+4</u> <u>Clearfield, PA 16830</u>	

PS Form 3800, June 2002

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Linda L. Lance  
508 South 4th Street  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

  
X Linda Lance  Agent  
 Addressee

B. Received by (Printed Name)

Linda Lance  C. Date of Delivery

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 0100 0003 4232 5528

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**UNITED STATES  
POSTAL SERVICE**

**Certificate Of  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith

P.O. Box 130  
Clearfield, PA 16830

S&T Bank  
900 Philadelphia Street

P.O. Box 190  
Indiana, PA 15701

PS Form 3817

**\$1.15**  
00085835-03

U.S. POSTAGE  
CLEARFIELD, PA  
16830  
MAY 03, 10  
AMOUNT



**Certificate Of  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith, Esquire  
P.O. Box 130  
Clearfield, PA 16830

To: Clearfield Municipal Authority  
107 East Market Street  
Clearfield, PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065



**Certificate Of  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith  
P.O. Box 130  
Clearfield, PA 16830

To: Carolyn M. Fridley, Asst. V.P.  
S&T BAnk  
456 Main Street, P.O. Box D  
Brockway, PA 15824

PS Form 3817, April 2007 PSN 7530-02-000-9065



**Certificate  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith, Esquire  
P.O. Box 130  
Clearfield, PA 16830

To: Linda L. Lance  
508 South 4th Street  
Clearfield, PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

**UNITED STATES  
POSTAL SERVICE**

**Certificate Of  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith, Esquire

P.O. Box 130  
Clearfield, PA 16830

Bankers Insurance Company  
360 Central Avenue

St. Petersburg, FL 33701

PS Form 3817, April 2007 PSN 7530-02-000-9065

**\$1.15**  
00085835-03

U.S. POSTAGE  
CLEARFIELD, PA  
16830  
MAY 03, 10  
AMOUNT



**Certificate  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith, Esquire  
P.O. Box 130  
Clearfield, PA 16830

To: Linda L. Lance  
508 South 4th Street  
Clearfield, PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065

**UNITED STATES  
POSTAL SERVICE**

**Certificate Of  
Mailing**

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: Peter F. Smith, Esquire

P.O. Box 130  
Clearfield, PA 16830

S&T Bank  
900 Philadelphia Street

P.O. Box 190  
Indiana, PA 15701

PS Form 3817

**\$1.15**  
00085835-03

U.S. POSTAGE  
CLEARFIELD, PA  
16830  
MAY 03, 10  
AMOUNT



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21103  
NO: 07-1864-CD

PLAINTIFF: S&T BANK

vs.

DEFENDANT: LINDA L. LANCE

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/19/2010

LEVY TAKEN 3/29/2010 @ 1:57 PM

POSTED 3/29/2010 @ 1:57 PM

SALE HELD 6/4/2010

SOLD TO CONNIE M. MASON

SOLD FOR AMOUNT \$38,000.00 PLUS COSTS

WRIT RETURNED 6/29/2010

DATE DEED FILED 6/29/2010

PROPERTY ADDRESS 508 SOUTH 4TH STREET CLEARFIELD, PA 16830

FILED  
07/11/2010  
S JUN 29 2010  
William A. Shaw, Jr.  
Prothonotary/Clerk of Courts

SERVICES

4/14/2010 @ 10:40 AM SERVED LINDA L. LANCE

SERVED LINDA L. LANCE, DEFENDANT, AT 508 SOUTH 4TH STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA L. LANCE

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

@ SERVED

NOW, APRIL 6, 2010 I RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO RESCHEDULE THE SALE FOR AT LEAST 30 DAYS FOLLOWING DATE OF SERVICE. SALE WAS RESCHEDULED FOR JUNE 4, 2010.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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VS.

DEFENDANT: LINDA L. LANCE

Execution REAL ESTATE

SHERIFF RETURN

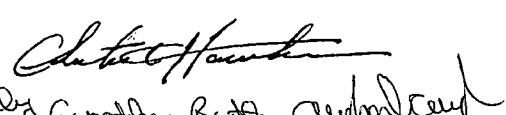
SHERIFF HAWKINS \$961.28

SURCHARGE \$20.00 PAID BY ATTORNEY

Sworn to Before Me This

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

So Answers,

  
by   
Chester A. Hawkins  
Sheriff

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

S & T BANK,

Plaintiff

: No. 2007-1864-CD

vs.

LINDA L. LANCE,

Defendant

WRIT OF EXECUTION

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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

The parcel of real estate subject to this action consists of a ranch house and part of three lots, known as 508 South 4<sup>th</sup> Street, Clearfield, (Clearfield County) Pennsylvania 16830 and also identified by Clearfield County Tax Map No. 4.2-K08-225-00053 and is more particularly described as follows:

ALL those certain pieces or parcels of ground, together with all improvements thereon, situate in the Second Ward of Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point or concrete block on the southern side of Fourth Street and being the northwest corner of the premises herein conveyed; thence along the southern edge of Fourth Street North fifty-five (55) degrees, twenty-three (23) minutes and twenty-three (23) seconds East fifty-two (52) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East one hundred (100) feet to a pipe; thence North fifty-five (55) degrees twenty-three (23) minutes twenty-three seconds East ten (10) feet to a pipe; thence South thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds East fifty (50) feet to a pipe; thence South fifty-five (55) degrees twenty-three (23) minutes twenty-three (23) seconds West sixty-two (62) feet to a pipe; thence North thirty-four (34) degrees thirty-six (36) minutes thirty-seven (37) seconds West one hundred fifty (150) feet to a pipe and place of beginning. Being part of lots 27, 30 and 31 in the Betts Addition to the Borough of Clearfield and being more fully described of survey map prepared by Samuel B. Yost dated August 10, 1985.

BEING the same premises conveyed to Linda L. Lance by deed dated August 11, 2000 and recorded at Clearfield County Instrument No. 200011691.

Amounts Due:

a)	Balance	\$69,737.48
b)	Late charges	\$ 181.14
c)	Interest Due to 12/18/09	\$11,198.29
d)	Interest accruing after 12/18/09 at \$17.1955430 per day (to be added)	\$ _____
e)	Costs of Suit (to be added)	\$ _____
f)	Attorney's fee (to be added)	\$ _____
g)	Bank fees	\$ 3,632.50
h)	Escrow Deficiency	<u>\$ 3,873.85</u>

PRELIMINARY TOTAL \$88,623.26

Date: Prothonotary's costs \$ 145.00

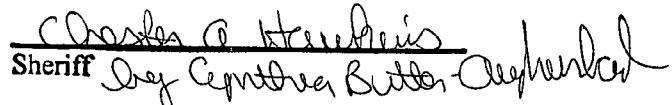
FINAL TOTAL \$ \_\_\_\_\_

  
\_\_\_\_\_  
Prothonotary

Deputy

Seal of the Court  
Date: 11/19/2010

Received this writ this 19<sup>th</sup> day  
of January A.D. 2010  
At 1:30 A.M. (P.M.)

  
\_\_\_\_\_  
Sheriff Dey Cynthia Butler-Aylenback

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LINDA L. LANCE

NO. 07-1864-CD

NOW, June 29, 2010, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on June 04, 2010, I expose the within described real estate of Linda L. Lance to public venue or outcry at which time and place I sold the same to CONNIE M. MASON he/she being the highest bidder, for the sum of \$38,000.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR SERVICE	15.00
MILEAGE	15.00
LEVY	2.00
MILEAGE POSTING	15.00
CSDS COMMISSION	10.00
PCSTAGE	760.00
HANDBILLS	5.28
DISTRIBUTION	15.00
ADVERTISING	25.00
ADD'L SERVICE DEED	15.00
ADD'L POSTING	30.00
ADD'L MILEAGE	12.00
ADD'L LEVY	
BID AMOUNT	38,000.00
RETURNS/DEPUTIZE COPIES	
BILLING/PHONE/FAX	15.00
CONTINUED SALES	5.00
MISCELLANEOUS	5.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$981.28</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	52.00
TRANSFER TAX 2%	1,230.03
<b>TOTAL DEED COSTS</b>	<b>\$1,282.03</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	69,737.48
INTEREST @ %	0.00
FROM TO 06/04/2010	
PROTH SATISFACTION	
LATE CHARGES AND FEES	181.14
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	20.00
SATISFACTION FEE	
ESCROW DEFICIENCY	3,873.85
PROPERTY INSPECTIONS	
INTEREST	11,198.29
MISCELLANEOUS	3,632.50
<b>TOTAL DEBT AND INTEREST</b>	<b>\$88,643.26</b>

**COSTS:**

ADVERTISING	374.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	10.00
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	1,282.03
SHERIFF COSTS	981.28
LEGAL JOURNAL COSTS	189.00
PROTHONOTARY	145.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$3,126.81</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

PETER F. SMITH  
ATTORNEY  
30 SOUTH SECOND STREET  
P.O. BOX 130  
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595  
FAX (814) 765-6662

E-mail  
pfsatty@verizon.net

April 6, 2010

*Hand Deliver*

Clearfield County Sheriff  
Attn: Cindy Aughenbaugh  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Re: S&T v Lance  
No. 2007-1864-CD

Dear Cindy:

You advised yesterday that the Writ of Execution has not yet been served on the defendant. Therefore I request that the sale be scheduled for the earliest available date, at least 30 days following the date of service.

That might not be next month, given the late date of this sale.

I have asked for more information about the defendant. If I hear anything that will facilitate service I will let your office know.

Sincerely,



Peter F. Smith

PFS/jaw  
Cc: Carolyn Fridley, S&T