

08-293-CD  
S&T Bank vs Daniel & Laura Read

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

S & T BANK, : No. 2008-293-CD

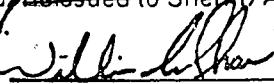
Plaintiff : Type of Case:  
vs. : FORECLOSURE

DANIEL K. READ and : Type of Pleading:  
LAURA D. READ, : COMPLAINT  
Defendants : Filed on Behalf of:  
vs. : 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

FILED Piff pd. 95.00  
M/12/58/34  
FEB 20 2008 ICC Atty  
William A. Shaw  
Prothonotary/Clerk of Courts  
cc Sheriff

April 7, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
GK  
Deputy Prothonotary

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

S & T BANK, : No. 2008-CD  
Plaintiff :  
: :  
: :  
vs. : :  
: :  
DANIEL K. READ and : :  
LAURA D. READ, : :  
Defendants : :  
:

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

S & T BANK,	:	No. 2008-	CD
Plaintiff	:		
	:		
vs.	:		
	:		
DANIEL K. READ and	:		
LAURA D. READ,	:		
Defendants	:		

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 first Defendant is DANIEL K. READ, whose last known address is 466 Treasure Lake, DuBois, (Clearfield County), Pennsylvania, 15801.

3. The name of the second Defendant is LAURA D. READ, whose last known address is 466 Treasure Lake, DuBois, (Clearfield County), Pennsylvania, 15801.

4. The parcel of real estate subject to this action consists of a two-story house with attached two-car garage, known as 466 Treasure Lake, Section 12, Lot 205, Sandy Township, DuBois, Clearfield County, Pennsylvania, 15801 and also identified by Clearfield County Tax Map No. 128-C02-012-00205-00-21 and is more particularly described as follows:

ALL THAT CERTAIN tract of land designated as Lot 205, Section 12, "Bonaire" in the Treasure Lake Subdivision in Sandy Township, Clearfield

County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 24.

**EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:**

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of very kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure lake Property Owners Association, Inc. which lien shall run with the land and be an encumbrance against it.

**BEING the same premises which were granted to Daniel K. Read and Laura D. Read by deed dated August 21, 1995 and recorded in Clearfield County Record Volume 1738, page 318.**

5. The Defendants mortgaged the property described above to S & T Bank, Plaintiff, by instrument dated October 8, 1996, for principal debt of \$10,000.00, together with interest. Said mortgage was recorded at Clearfield County Mortgage Volume No. 1797, page 554. A true and correct copy of said mortgage is attached hereto and incorporated herein by reference as Exhibit A.

The premises owned by the Defendants and subject to the Plaintiff's mortgage are identified by the deed appearing in Clearfield County Record Volume 1738, page 318, as stated in the preceding paragraph of this complaint. The first page of the mortgage foreclosed by this action makes reference to a deed in Clearfield County Book 1022, page 597. That deed does in fact describe the subject premises, but it is a deed which appears earlier in the Defendants' chain of title to this property.

6. Defendants also executed a Home Equity Agreement in favor of S & T Bank together with the foregoing mortgage evidencing their personal obligation to

pay the \$10,000.00 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. Plaintiff has not assigned this mortgage or note.
8. No judgment has been entered in any jurisdiction upon this mortgage or underlying obligation to pay the note.
9. Defendant is entitled to no credits or set-offs.
10. On or about September, 2007, the Defendants failed to make the full monthly payment of \$74.03, and at no time since then have all monthly payments been made which constitutes a default.
11. After crediting all amount paid by the Defendants to Plaintiff in reduction of this mortgage, there is a total past due of \$359.31 as of January 10, 2008.
12. Written and oral demand have been made upon the Defendants to make said payments to Plaintiff and correct their default, but they have failed to do so.
13. The Mortgage and Note entitle S & T Bank to collect its attorney fees and court costs as part of its damages.
14. The exact amounts due under said mortgage and because of Defendants' default, after acceleration of the balance due pursuant to its terms as of January 10, 2008, are as follows:

a)	Balance	\$1,616.66
b)	Late Charge	\$ 80.00
c)	Interest Due to 01/10/08	\$ 65.77
d)	Interest accruing after 01/10/08 at \$.3864966 per day (to be added)	\$ _____

e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Insurance	\$ 5.92

PRELIMINARY TOTAL	\$1,768.35
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FINAL TOTAL	\$
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15. 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 Defendants by Certified Mail on November 20, 2007 at their last known address advising them of their default and their rights under this Act. A true and correct copy of said letters are attached hereto and incorporated herein by reference as Exhibit C.

16. A copy of the certified mail receipts postmarked by the U.S. Postal Service are attached hereto and incorporated herein by reference as Exhibit D.

17. More than thirty (30) days have elapsed since the mailing of said notice. Neither Plaintiff nor Plaintiff's counsel have received notice that the Defendant has asserted her rights under said notices.

WHEREFORE, Plaintiff demands judgment in its favor as specified in Paragraph 14 above, authority to foreclose its mortgage against the real estate, and such other relief as the court deems just.

Respectfully submitted,

Dated: 2/19/08

  
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 Assistant Vice President 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  
Carolyn M. Fridley,  
Assistant Vice President

SWORN TO AND SUBSCRIBED  
before me this 29th day of  
January, 2008.

Angela M. Bennett  
Notary Public

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

RECORDATION REQUESTED BY:

S&T BANK  
614 LIBERTY BOULEVARD  
DUBOIS, PA 15801

Vol 1738 / Page 14

WHEN RECORDED MAIL TO:

S&T BANK  
ATTN: LSC  
PO BOX 190  
INDIANA, PA 15701



SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**OPEN - END MORTGAGE  
THIS MORTGAGE SECURES FUTURE ADVANCES**

THIS MORTGAGE IS DATED OCTOBER 8, 1996, between DANIEL K. READ and LAURA D. READ, whose address is 466 TREASURE LAKE, DUBOIS, PA 15801-9010 (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 erected 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 thereunto 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"):

REFERENCE DEED BOOK VOLUME 1738, PAGE 318

ASSESSMENT NUMBER 128-C02-012-00205-00-21

TOWNSHIP OF SANDY

The Real Property or its address is commonly known as SECTION 12, LOT 205, TREASURE LAKE, DUBOIS, PA 15801-9010.

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.

**Credit Agreement.** The words "Credit Agreement" mean the revolving line of credit agreement dated October 8, 1996, between Lender and Grantor with a credit limit of \$10,000.00, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the Credit Agreement.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described below in the Existing Indebtedness section of this Mortgage.

**Grantor.** The word "Grantor" means DANIEL K. READ and LAURA D. READ. 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.

**Indebtedness.** The word "Indebtedness" means all principal up to \$10,000.00 outstanding under the Note at any time and interest payable under the Credit Agreement 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. Specifically, without limitation, this Mortgage secures a revolving line of credit, which obligates Lender to make advances to Grantor unless Grantor fails to comply with all the terms of the Credit Agreement. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided above and any intermediate balance, plus interest. The liens and security interests created pursuant to this Mortgage covering the Indebtedness which may be created in the future shall relate back to the date of this Mortgage.

**Personal Property.** The words "Personal Property" 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.

**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. 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 Real Property and collect the Rents.

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

**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.

**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, except for the Existing Indebtedness referred to below, and except as otherwise provided in the following paragraph.

**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 mortgagee 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, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan or for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less.

**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.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, including any obligation to maintain Existing Indebtedness in good standing as required below, 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 Credit Agreement 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 credit line 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 Credit Agreement, or (c) be treated as a balloon payment which will be due and payable at the Credit Agreement'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 the Existing Indebtedness section below 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.

**EXISTING INDEBTEDNESS.** The following provisions concerning existing indebtedness (the "Existing Indebtedness") are a part of this Mortgage.

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, terminates the credit line account, 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 Rents 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: (a) Grantor commits fraud or makes a material misrepresentation at any time in connection with the credit line account. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (b) Grantor does not meet the repayment terms of the credit line account. (c) Grantor's action or inaction adversely affects the collateral for the credit line account or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

**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.

**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.

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

**Attorneys' Fees; Expenses.** In the event of foreclosure of this Mortgage, Lender shall be entitled to recover from Grantor attorneys' fees and actual disbursements necessarily incurred by Lender in pursuing such foreclosure.

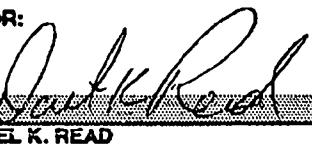
**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

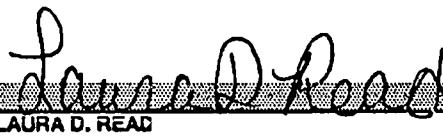
**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

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

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

**GRANTOR:**

  
 X \_\_\_\_\_ (SEAL)  
 DANIEL K. READ

  
 X \_\_\_\_\_ (SEAL)  
 LAURA D. READ

Signed, acknowledged and delivered in the presence of:

X Andrew D. Foyers  
 Witness

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

Signed, acknowledged and delivered in the presence of:

X Andrew D. Foyers  
 Witness

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

**CERTIFICATE OF RESIDENCE**

I hereby certify, that the precise address of the mortgagee, S&T BANK, herein is as follows:  
**614 LIBERTY BOULEVARD, DUBOIS, PA 15801**

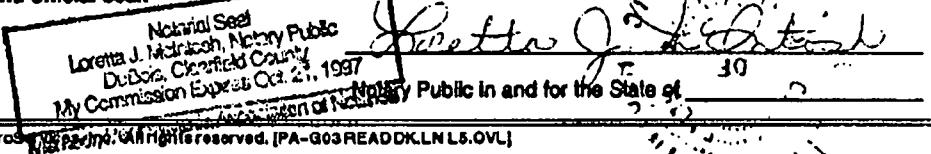
Andrea D. Jayers  
Attorney or Agent for Mortgagor

## **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Pennsylvania )  
COUNTY OF Allegheny ) 188

On this, the 21<sup>st</sup> day of October, 1996, before me Sherrill J. McGinty, the undersigned Notary Public, personally appeared DANIEL K. READ and LAURA D. READ, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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



LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.22a (c) 1998 CFI PCS, Inc. All rights reserved. (PA-003) READ DLLN L5.QV11

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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:59 pm 10-25-96  
BY Sgt Starck  
FEES 13.50  
Karen L. Starck, Recorder



Karen L. Starck  
Recorder of Deeds

Entered of Record Oct 26 1996 12:59 p.m. by Recorder



## PCR HOME EQUITY AGREEMENT



Principal \$10,000.00	Loan Date 10-08-1996	Maturity 10-12-2001	Loan No. 00001	Call	Collateral	Account 09800048333	Officer 739	Initials
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References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Borrower:** DANIEL K. READ  
LAURA D. READ  
466 TREASURE LAKE  
DUBOIS, PA 15801-9010

**Lender:** S&T BANK  
DUBOIS REGIONAL OFFICE  
814 LIBERTY BOULEVARD  
DUBOIS, PA 15801

**CREDIT LIMIT: \$10,000.00**

**Date of Agreement: October 8, 1996**

**Introduction.** This PCR HOME EQUITY AGREEMENT ("Agreement") governs your line of credit (the "Credit Line" or the "Credit Line Account") issued through S&T BANK. In this Agreement, the words "Borrower," "you," "your," and "Applicant" mean each and every person who signs this Agreement, including all Borrowers named above. The words "we," "us," "our," and "Lender" mean S&T BANK. You agree to the following terms and conditions:

**Promise to Pay.** You promise to pay S&T BANK, or order, the total of all credit advances and FINANCE CHARGES, together with all costs and expenses for which you are responsible under this Agreement or under the "Mortgage" which secures your Credit Line. You will pay your Credit Line according to the payment terms set forth below. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any one of you to pay all amounts due under this Agreement, including credit advances made to any of you. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any of you from responsibility under this Agreement, and the others will remain responsible.

**Term.** The term of your Credit Line will begin as of the date of the Agreement ("Opening Date") and will continue until October 12, 2001. All indebtedness under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon maturity. The draw period of your Credit Agreement will begin on a date, after the Opening Date, when the Agreement is accepted by us in the Commonwealth of Pennsylvania, following the expiration of the right to cancel, the perfection of the Mortgage, the receipt of all required certificates of noncancellation, and the meeting of all of our other conditions and will continue as follows: 5 YEARS FROM DATE OF CONTRACT. You may obtain credit advances during this period ("Draw Period"). After the Draw Period ends, the repayment period will begin. You will no longer be able to obtain credit advances. The length of the repayment period is as follows: FROM 10 TO 20 YEARS ON THE OUTSTANDING BALANCE AT THE TIME THE REPAYMENT PERIOD BEGINS. You agree that we may renew or extend the period during which you may obtain credit advances or make payments. You further agree that we may renew your Credit Line Account or extend its term.

**Minimum Payment.** Initially, your Regular Payment will be based on a percentage of your outstanding balance plus all accrued FINANCE CHARGES as shown below or \$100.00, whichever is greater. Your payment will be rounded up to the nearest dollar. Your payments will be due monthly.

Range of Balances	Number of Payments	Regular Payment Calculation
\$20,000.00 and Under	60	0.833 % of your outstanding balance plus all accrued FINANCE CHARGES
\$20,000.01 - \$50,000.00	60	0.556 % of your outstanding balance plus all accrued FINANCE CHARGES
\$50,000.01 and Above	60	0.417 % of your outstanding balance plus all accrued FINANCE CHARGES

Thereafter your Regular Payment will be based on an amortization of your balance at the start of the new payment period plus all accrued FINANCE CHARGES as shown below or \$100.00, whichever is greater. Your payment will be rounded up to the nearest dollar. Your payments will be due monthly. In calculating the payment amount by amortizing the balance over a certain period we will use the ANNUAL PERCENTAGE RATE in effect on the day we calculate your payment.

Range of Balances	Regular Payment Calculation
\$20,000.00 and Under	1/120th of your balance at the start of the payment period plus all accrued FINANCE CHARGES
\$20,000.01 - \$50,000.00	1/180th of your balance at the start of the payment period plus all accrued FINANCE CHARGES
\$50,000.01 and Above	1/240th of your balance at the start of the payment period plus all accrued FINANCE CHARGES

Your "Minimum Payment" will be the Regular Payment, plus any amount past due and all other charges. In any event, if your Credit Line balance falls below \$100.00, you agree to pay your balance in full. An increase in the ANNUAL PERCENTAGE RATE will increase the amount of your Regular Payment. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

**Application of Payments.** Unless otherwise agreed or required by applicable law, payments and other credits will be applied in the following order: to (a) any voluntary credit life and disability insurance premiums; (b) FINANCE CHARGES; (c) unpaid principal; and (d) late charges and other charges.

**Receipt of Payments.** All payments must be made by a check, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your periodic billing statement. Payments received at that address prior to 3:00 PM EASTERN STANDARD TIME on any business day will be credited to your Credit Line as of the date received. If we receive payments at other locations, such payments will be credited promptly to your Credit Line, but crediting may be delayed for up to five (5) days after receipt.

**Credit Limit.** This Agreement covers a revolving line of credit for Ten Thousand & 00/100 Dollars (\$10,000.00), which will be your "Credit Limit" under

this Agreement. During the Draw Period we will honor your request for credit advances subject to the section below on Lender's Rights. You may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Credit Limit is the maximum amount you may have outstanding at any one time. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you. Any credit advances in excess of your Credit Limit will not be secured by the Mortgage covering your principal dwelling.

**Charges to Your Credit Line.** We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this Agreement under the Mortgage or under any other document related to your Credit Line. In addition we may charge your Credit Line for funds required for continuing insurance coverage as described in the paragraph titled "Insurance" below or as described in the Mortgage. We may also, at our option, charge your Credit Line to pay any costs or expenses to protect or perfect our security interest in your dwelling. These costs or expenses include, without limitation, payments to cure defaults under any existing liens on your dwelling. If you do not pay your property taxes, we may charge your Credit Line and pay the delinquent taxes. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

**Credit Advances.** After the Effective Disbursement Date of this Agreement, you may obtain credit advances under your Credit Line as follows:

- (a) Writing a preprinted "SPECIAL PERSONAL CASH RESERVE CHECK" that we will supply to you.
- (b) Writing a check on your designated checking account with us in excess of the available collected balance in the account.
- (c) Requesting a credit advance in person at any of our authorized locations.
- (d) Requesting an advance by mail.

If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one of you telling us not to give advances to the other.

**Limitations on the Use of SPECIAL PERSONAL CASH RESERVE CHECKs.** We reserve the right not to honor SPECIAL PERSONAL CASH RESERVE CHECKs in the following circumstances:

- (a) Your Credit Limit has been or would be exceeded by paying the SPECIAL PERSONAL CASH RESERVE CHECK.
- (b) Your SPECIAL PERSONAL CASH RESERVE CHECK is post-dated. If a post-dated SPECIAL PERSONAL CASH RESERVE CHECK is paid and as a result any other check is returned or not paid, we are not responsible.
- (c) Your SPECIAL PERSONAL CASH RESERVE CHECKs have been reported lost or stolen.
- (d) Your SPECIAL PERSONAL CASH RESERVE CHECK is not signed by an "Authorized Signer" as defined below.
- (e) Your Credit Line has been terminated or suspended as provided in this Agreement or could be if we paid the SPECIAL PERSONAL CASH RESERVE CHECK.
- (f) Your SPECIAL PERSONAL CASH RESERVE CHECK is less than the minimum amount required by this Agreement or you are in violation of any other transaction requirement or would be if we paid the SPECIAL PERSONAL CASH RESERVE CHECK.

If we pay any SPECIAL PERSONAL CASH RESERVE CHECK under these conditions, you must repay us, subject to applicable laws, for the amount of the SPECIAL PERSONAL CASH RESERVE CHECK. The SPECIAL PERSONAL CASH RESERVE CHECK itself will be evidence of your debt to us together with this Agreement. Our liability, if any, for wrongful dishonor of a check is limited to your actual damages. Dishonor for any reason as provided in this Agreement is not wrongful dishonor. We may choose not to return SPECIAL PERSONAL CASH RESERVE CHECKs along with your periodic billing statements; however, your use of a SPECIAL PERSONAL CASH RESERVE CHECK will be reflected on your periodic statement as a credit advance. We do not "certify" SPECIAL PERSONAL CASH RESERVE CHECKs drawn on your Credit Line.

**Transaction Requirements.** The following transaction limitations will apply to accessing your Credit Line by writing a SPECIAL PERSONAL CASH RESERVE CHECK, writing a check in excess of your checking account balance, requesting an advance in person or requesting an advance by mail.

**Minimum Advance Amount.** The minimum amount of any credit advance that can be made on your Credit Line is as follows: \$100.00. This means any SPECIAL PERSONAL CASH RESERVE CHECK must be written for at least the minimum advance amount.

**Authorized Signers.** The words "Authorized Signer" on SPECIAL PERSONAL CASH RESERVE CHECKs as used in this Agreement mean and include each person who (a) signs the application for this Credit Line, (b) signs this Agreement, or (c) has executed a separate signature authorization card for the Credit Line Account.

**Lost SPECIAL PERSONAL CASH RESERVE CHECKs.** If you lose your SPECIAL PERSONAL CASH RESERVE CHECKs or someone is using them without your permission, you agree to let us know immediately. The fastest way to notify us is by calling us at (814) 375-3800. You also can notify us at our address shown at the beginning of this Agreement.

**Future Credit Line Services.** Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this Agreement will govern any transactions made pursuant to any of these new services.

**Collateral.** This Agreement is secured by a Mortgage dated October 8, 1996, to us on property located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Property"), all the terms and conditions of which are hereby incorporated in and made a part of this Agreement.

**Credit Insurance.** You have chosen to purchase Credit Insurance for this loan. Information concerning the premiums and the term of this insurance are set forth in the Disbursement Request and Authorization, all the terms and conditions of which are hereby incorporated and made a part of this Agreement.

**Property Insurance.** You must obtain insurance on the Property securing this Agreement that is reasonably satisfactory to us. You may obtain property insurance through any company of your choice that is reasonably satisfactory to us. Subject to applicable law, if you fail to obtain or maintain insurance as required in the Mortgage, we may purchase insurance to protect our own interest, add the premium to your balance, pursue any other remedies available to us, or do any one or more of these things. Further information concerning these property insurance requirements is set forth in the Mortgage and in the Agreement to Provide Insurance, all the terms and conditions of which are hereby incorporated and made part of this Agreement.

**Right of Setoff.** You grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to us all right, title and interest in and to, your accounts with us (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts you may open in the future, excluding however all IRA, Keogh, and trust accounts. You authorize us, to the extent permitted by applicable law, to charge or setoff all sums owing on this Agreement against any and all such accounts.

**Periodic Statements.** If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, credit advances, FINANCE CHARGES, other charges, payments made, other credits, your "Previous Balance," and your "New Balance." Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

**When FINANCE CHARGES Begin to Accrue.** Periodic FINANCE CHARGES for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "free ride period" which would allow you to avoid a FINANCE CHARGE on your Credit Line credit advances.

**Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed.** A daily FINANCE CHARGE will be imposed on all credit advances made under your Credit Line imposed from the date of each credit advance based on the "average daily balance" method. To get the average daily balance we take the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits and any unpaid FINANCE CHARGES. This gives us a daily balance. Then, we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

**Method of Determining the Amount of FINANCE CHARGE.** Any FINANCE CHARGE is determined by applying the "Periodic Rate" to the balance described above. Then we multiply by the number of days in the billing cycle. This is your FINANCE CHARGE calculated by applying a Periodic Rate.

**Periodic Rate and Corresponding ANNUAL PERCENTAGE RATE.** We will determine the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE as follows. We start with an independent index, (the "Index"), which is the Prime rate as published daily in the Wall Street Journal. When a range of rates has been published, the higher of the rates will be used. We will use the most recent Index value available to us as of the date of any ANNUAL PERCENTAGE RATE adjustment. The Index is not necessarily the lowest rate charged by us on our loans. To determine the Periodic Rate that will apply to your account, we add a margin to the value of the Index, round that sum to the nearest 0.125%, then divide the rounded value by the number of days in a year (daily). To obtain the ANNUAL PERCENTAGE RATE we multiply the Periodic Rate by the number of days in a year (daily). This result is the ANNUAL PERCENTAGE RATE. The ANNUAL PERCENTAGE RATE includes only interest and no other costs.

The Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line will increase or decrease as the Index increases or decreases from time to time. However, if the Index rate change since the previous adjustment is less than 0.125%, the ANNUAL PERCENTAGE RATE will not change. Any increase in the Periodic Rate will take the form of higher payment amounts. Adjustments to the Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE resulting from changes in the Index will take effect the first day of each new calendar quarter. In no event will the ANNUAL PERCENTAGE RATE be more than the lesser of 18.000% or the maximum rate allowed by applicable law. Today the Index is 8.250% per annum, and therefore the initial Periodic Rate and the corresponding ANNUAL PERCENTAGE RATE on your Credit Line are as stated below:

Range of Balance or Conditions	Margin Added to Index	ANNUAL PERCENTAGE RATE	Daily Periodic Rate
All Balances	2.000 %	10.250 %	0.02808 %

Notwithstanding any other provision of this Agreement, we will not charge interest on any undebursed loan proceeds.

**Conditions Under Which Other Charges May be Imposed.** You agree to pay all the other fees and charges related to your Credit Line as set forth below:

**Late Charges.** Your payment will be late if it is not received by us within 15 days of the "Payment Due Date" shown on your periodic statement. If your payment is late we may charge you 10.000% of the payment or \$20.00, whichever is greater.

**Lien Release Fees.** In addition to all other charges, you agree, to the extent not prohibited by law, to pay all governmental fees for release of our security interests in collateral securing your Credit Line. You will pay these fees at the time the lien or liens are released. The estimated amount of these future lien release fees is \$13.50.

**Lender's Rights.**

**(a) Termination and Acceleration.** We can terminate your Credit Line Account and require you to pay us the entire outstanding balance in one payment, and charge you certain fees, if any of the following happen:

(1) You commit fraud or make a material misrepresentation at any time in connection with this Credit Line Account. This can include, for example, a false statement about your income, assets, liabilities, or any other aspects of your financial condition.

(2) You do not meet the repayment terms of this Credit Line Account.

(3) Your action or inaction adversely affects the collateral for the plan or our rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the Property, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the Property, creation of a senior lien on the Property without our permission, foreclosure by the holder of another lien or the use of funds or the dwelling for prohibited purposes.

**(b) Suspension or Reduction.** In addition to any other rights we may have, we can suspend additional extensions of credit or reduce your Credit Limit during any period in which any of the following are in effect:

(1) The value of your Property declines significantly below the Property's appraised value for purposes of this Credit Line Account. This includes, for example, a decline such that the initial difference between the credit limit and the available equity is reduced by fifty percent and may include a smaller decline depending on the individual circumstances.

(2) We reasonably believe that you will be unable to fulfill your payment obligations under your Credit Line Account due to a material change in your financial circumstances.

(3) You are in default under any material obligations of this Credit Line Account. We consider all of your obligations to be material. Categories of material obligations include the events described above under Termination and Acceleration, obligations to pay fees and charges, obligations and limitations on the receipt of credit advances, obligations concerning maintenance or use of the Property or proceeds, obligations to pay and perform the terms of any other deed of trust, mortgage or lease of the Property, obligations to notify us and to provide documents or information to us (such as updated financial information), obligations to comply with applicable laws (such as zoning restrictions), and obligations of any co-maker. No default will occur until we mail or deliver a notice of default to you, so you can restore your right to credit advances.

(4) We are precluded by government action from imposing the ANNUAL PERCENTAGE RATE provided for under this Agreement.

(5) The priority of our security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the Credit Limit.

(6) We have been notified by governmental authority that continued advances may constitute an unsafe and unsound business practice.

**(c) Change in Terms.** We may make changes to the terms of this Agreement if you agree to the change in writing at that time, if the change will

unequivocally benefit you throughout the remainder of your Credit Line Account, or if the change is insignificant (such as changes relating to our data processing systems). If the Index is no longer available, we will choose a new index and margin. The new index will have an historical movement substantially similar to the original index, and the new index and margin will result in an ANNUAL PERCENTAGE RATE that is substantially similar to the rate in effect at the time the original index becomes unavailable. We may prohibit additional extensions of credit or reduce your Credit Limit during any period in which the maximum ANNUAL PERCENTAGE RATE under your Credit Line Account is reached.

(d) **Collection Costs.** If you do not pay, we may hire or pay someone else to help collect your Credit Line Account. You also will pay us that amount. This includes, subject to any limits under applicable law, our attorneys' fees and our 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.

(e) **Access Devices.** If your Credit Line is suspended or terminated, you must immediately return to us all SPECIAL PERSONAL CASH RESERVE CHECKS and any other access devices. Any use of SPECIAL PERSONAL CASH RESERVE CHECKS or other access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of SPECIAL PERSONAL CASH RESERVE CHECKS or other Credit Line access devices not returned to us.

**Delay in Enforcement.** We may delay or waive the enforcement of any of our rights under this Agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

**Cancellation by You.** If you cancel your right to credit advances under this Agreement, you must notify us and return all SPECIAL PERSONAL CASH RESERVE CHECKS and any other access devices to us. Despite cancellation, your obligations under this Agreement will remain in full force and effect until you have paid us all amounts due under this Agreement.

**Prepayment.** You may prepay all or any amount owing under this Credit Line at any time without penalty, except we will be entitled to receive all accrued FINANCE CHARGES, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. If you prepay your Credit Line in full, you will receive a rebate of any unearned insurance premiums. If you mark a check, money order, or other instrument sent in payment with "Paid in Full" or with similar language, we may accept the payment, and you will remain obligated to pay any further amount owed to us.

**Notices.** All notices will be sent to your address as shown in this Agreement. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

**Annual Review.** You agree that you will provide us with a current financial statement, a new credit application, or both, annually, on forms provided by us. Based upon this information we will conduct an annual review of your Credit Line Account. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. We may require a new appraisal of the Property which secures your Credit Line at any time, including an internal inspection, at our sole option and expense. You authorize us to release information to others (such as credit bureaus, merchants, and other financial institutions) about the status and history of your Credit Line Account.

**Transfer or Assignment.** Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account to another lender, entity, or person, and to assign our rights under the Mortgage. Your rights under this Agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives.

**Tax Consequences.** You should consult a tax advisor regarding the deductibility of interest and charges under the Credit Line Account.

**Governing Law.** This Agreement and its interpretation will be governed by federal law and by the laws of the Commonwealth of Pennsylvania. If there is any conflict between any of the terms and conditions of this Agreement and applicable federal or state law, this Agreement will be considered changed to the extent necessary to comply with the law. The Credit Line which is the subject of this Agreement has been applied for, considered, approved, and made in the Commonwealth of Pennsylvania.

**Interpretation.** The names given to paragraphs or sections in this Agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this Agreement. You agree that this Agreement, together with the Mortgage, is the best evidence of your agreements with us. If a court finds that any provision of this Agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this Agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this Agreement even if a provision of this Agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this Agreement, the Mortgage, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic billing statement is the best evidence of your obligation to pay.

**Acknowledgment.** You understand and agree to the terms and conditions in this Agreement. By signing this Agreement, you acknowledge that you have read this Agreement. You also acknowledge receipt of a copy of this Agreement, including the Fair Credit Billing Notice and the early home equity line of credit application disclosure, in addition to the handbook entitled "When Your Home Is On the Line: What You Should Know About Home Equity Lines of Credit," given with the application.

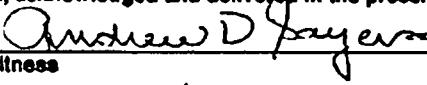
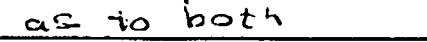
This Agreement is dated October 8, 1996.

**BORROWER:**

  
X   
DANIEL K. READ (SEAL)

  
X   
LAURA D. READ (SEAL)

Signed, acknowledged and delivered in the presence of:

X   
Witness  
X   
Witness

10-08-1996

**FOR HOME EQUITY AGREEMENT  
(Continued)**

Page 5

**Effective Disbursement Date:** \_\_\_\_\_, 19 \_\_\_\_\_

Variable Rate. Line of Credit.

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## BILLING ERROR RIGHTS

### YOUR BILLING RIGHTS

#### KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

#### Notify us in case of errors or questions about your bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at 614 LIBERTY BOULEVARD, DuBOIS, PA 15801 or at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than sixty (60) days after we send you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

Your name and account number.

The dollar amount of the suspected error.

Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three (3) business days before the automatic payment is scheduled to occur.

#### Your rights and our responsibilities after we receive your written notice.

We must acknowledge your letter within thirty (30) days, unless we have corrected the error by then. Within ninety (90) days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your Credit Limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date on which it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.



MEMBER FDIC

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

814-268-1130  
FAX 814-268-1126

November 20, 2007

DANIEL K READ  
LAURA D READ  
TREASURE LAKE SECTION 12 LOT 205  
466 TREASURE LAKE  
DUBOIS PA 15801-9010

RE: Personal Cash Reserve Loan #368-09800048333 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.

Daniel K. Read  
Laura D. Read  
November 20, 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 Sandy Township, Clearfield County, Commonwealth of Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$74.03 for the month of September, \$71.51 for the month of October and \$71.47 for the month of November, 2007 for a total of \$217.01). Late charges (and other costs) have also accrued to date in the amount of \$40.00. 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 **\$257.01**.

**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**

Daniel K. Read  
Laura D. Read  
November 20, 2007  
Page 3 of 4

---

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.

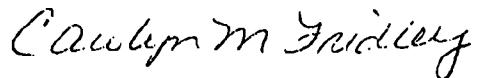
Daniel K. Read  
Laura D. Read  
November 20, 2007  
Page 4 of 4

---

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,



Carolyn M. Fridley  
Assistant Vice President

CMF/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: 7/17/2007 8:15:36 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

U.S. Postal Service™

**CERTIFIED MAIL™ RECEIPT**

*(Domestic Mail Only; No Insurance Coverage Provided)*

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

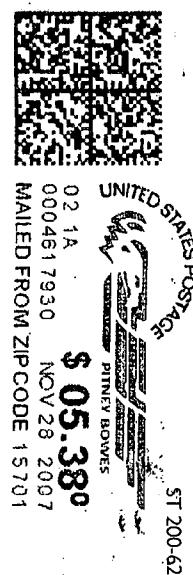
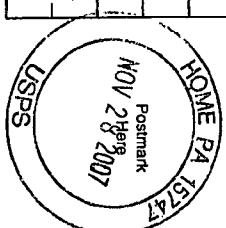
**OFFICIAL USE**

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

7006 3450 0000 1778 4578  
Sent To  
DANIEL K READ  
Street, Apt No: 466 TREASURE LAKE SECTION 12 LOT 205  
or PO Box No. 466 TREASURE LAKE  
City, State, Zip 15801-3144

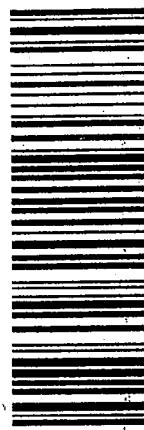
PS Form 3800, August 2006

See Reverse for Instructions



**CERTIFIED MAIL™**

**S&L Bank**



P.O. Box D  
Brockway, PA 15824

7006 3450 0000 1778 4578

ADDRESS SERVICE REQUESTED

DANIEL K READ  
TREASURE LAKE SECTION 12 LOT 205  
466 TREASURE LAKE  
DUBOIS PA 15801-3144

Philip ST  
11-29-07  
11-29-07

15801-3140 R567

11-29-07

00 28 2007

U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT

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**OFFICIAL USE**

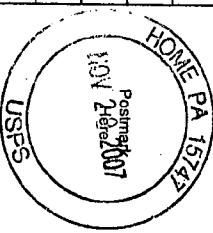
7006 0000 1778 4585

Sent To  
LAURA D READ  
Street, Apt No.: TREASURE LAKE SECTION 12 LOT 205  
or PO Box No. 466 TREASURE LAKE  
City, State, Zip Code: DUBOIS PA 15801-3144

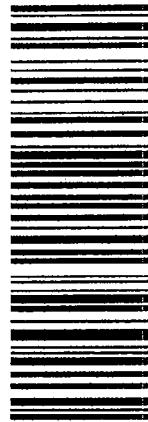
PS Form 3800, August 1, 2005

See Reverse for Instructions

Postage	\$ 0.58
Certified Fee	\$ 2.65
Return Receipt Fee (Endorsement Required)	\$ 2.15
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 5.38



**S&L Bank**



P.O. Box D  
Brockway, PA 15824

7006 3450 0000 1778 4585

ADDRESS SERVICE REQUESTED

LAURA D READ  
TREASURE LAKE SECTION 12 LOT 205  
466 TREASURE LAKE  
DUBOIS PA 15801-3144

*11/3/07*  
*LAURA D READ*

RECEIVED

2008



RECEIVED REQUEST  
RECEIVED

2008

U.S. Postal Service™  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL** **U.S.**

Postage	0.58
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	5.38

PA 15767-9998  
Postmark  
Here  
NOV 20 2007  
PA 15767-9998  
U.S. POSTAL SERVICE

**Sent To**  
**DANIEL K READ**  
Street, Apt. No.,  
or PO Box No.  
**TREASURE LAKE SECTION 12 LOT 205**  
City, State, Zip+4  
**466 TREASURE LAKE**  
**DUBOIS PA 15801**

PS Form 3800, August 2006

See Reverse for Instructions

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>TM</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 0.58
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38

7006 3450 0000 1778 4000

Sent To  
**LAURA D READ**  
 Street, Apt No. **TREASURE LAKE SECTION 12 LOT 20**  
 or PO Box No. **466 TREASURE LAKE**  
 City, State, ZIP+4  
**DUBOIS PA 15801**

Postmark  
 NOV 1 2001

PUNXUTAWNEY PA  
 UPS 899-9999

PS Form 3800, August 2006

See Reverse for Instructions

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

S & T BANK, :  
Plaintiff : No. 2008-293-CD  
:  
:  
vs. :  
:  
DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :  
:

***PRAECIPE TO REINSTATE***

TO: William A. Shaw, Sr. Clearfield County Prothonotary

Dear Sir:

Please reinstate the Complaint filed in the above-caption matter and  
recertify three counterparts of the Complaint and forward two to Sheriff  
Hawkins for service.

Date: 4/3/08



Peter F. Smith, Esquire  
Attorney for Plaintiff

cc: Carolyn M. Fridley, S & T Bank

**FILED** Diff pd. 7.00

04/11/2008  
APR 07 2008 2 Compl. reinstated  
to Sheriff

William A. Shaw  
Prothonotary/Clerk of Courts  
1 Compl. reinstated  
to Atty (CR)

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

S & T BANK,

Plaintiff

vs.

DANIEL K. READ and  
LAURA D. READ,

Defendants

No. 2008-293-CD

Type of Case:  
FORECLOSURE

Type of Pleading:  
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

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

FEB 20 2008

Attest.

*William L. Lohr*  
Prothonotary/  
Clerk of Courts

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 1 of 2 Services

Sheriff Docket # **103790**

S&T BANK

Case # 08-293-CD

vs.

DANIEL K. READ and LAURA D. READ

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

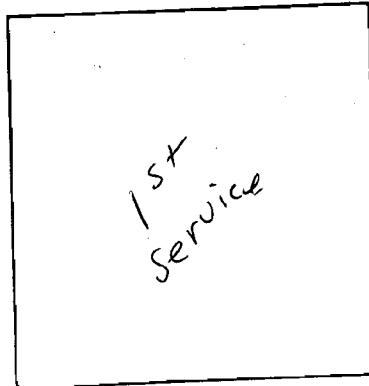
NOW June 23, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO DANIEL K. READ, DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

**FILED**

JUN 23 2008

o/21501  
William A. Shaw  
Prothonotary/Clerk of Courts



**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Service # 2 of 2 Services

Sheriff Docket # **103790**

S&T BANK

Case # 08-293-CD

vs.

DANIEL K. READ and LAURA D. READ

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW June 23, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO LAURA D. READ, DEFENDANT. ATTEMPTED, NO RESPONSE

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103790  
NO: 08-293-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK  
vs.  
DEFENDANT: DANIEL K. READ and LAURA D. READ

**SHERIFF RETURN**

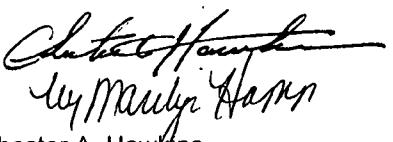
**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	S&T BANK	062005486	20.00
SHERIFF HAWKINS	S&T BANK	062005486	57.38

Sworn to Before Me This

So Answers,

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

  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

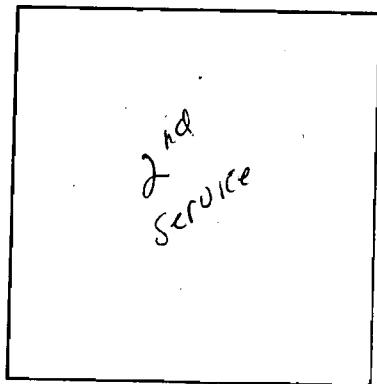
DOCKET # 104005  
NO: 08-293-CD  
SERVICE # 1 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK  
vs.  
DEFENDANT: DANIEL K. READ and LAURA D. READ

**SHERIFF RETURN**

NOW, April 18, 2008 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON DANIEL K. READ DEFENDANT AT 466 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURA READ, WIFE A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /



**FILED**  
JUN 23 2008  
0/250  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104005  
NO: 08-293-CD  
SERVICE # 2 OF 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK  
VS.  
DEFENDANT: DANIEL K. READ and LAURA D. READ

**SHERIFF RETURN**

---

NOW, April 18, 2008 AT 3:00 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LAURA D. READ DEFENDANT AT 466 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO LAURA READ, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: COUDRIET /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104005  
NO: 08-293-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: S&T BANK  
vs.  
DEFENDANT: DANIEL K. READ and LAURA D. READ

**SHERIFF RETURN**

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	S&T BANK	062005588	20.00
SHERIFF HAWKINS	S&T BANK	062005588	72.57

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

S & T BANK,

Plaintiff : No. 2008-293-CD  
vs. :  
DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :  
:

FILED *Plff. pd.*  
*01/10/2008 20.00*  
AUG 19 2008 *Notice to*  
*Def's.*  
William A. Shaw  
Prothonotary/Clerk of Courts  
Statement to  
Atty Smit  
(GW)

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

To: William A. Shaw, Sr., Prothonotary

Dear Sir:

1. I certify that on June 27, 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 Defendants at the following address:

Daniel K. Read	Laura D. Read
466 Treasure Lake	466 Treasure Lake
DuBois, PA 15801	DuBois, PA 15801

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 \$1,768.35 plus interest and costs of suit.

a)	Balance	\$1,616.66
b)	Late Charge	\$ 80.00
c)	Interest Due to 01/10/08	\$ 65.77

d) Interest accruing after  
01/10/08 at \$.3864966 per day  
(to be added) \$\_\_\_\_\_

e) Costs of suit (to be added) \$\_\_\_\_\_  
f) Attorney's fees (to be added) \$\_\_\_\_\_  
g) Insurance \$ 5.92

PRELIMINARY TOTAL \$1,768.35

FINAL TOTAL \$

Respectfully submitted,

Date: 8/1/88

  
Peter F. Smith, Esquire  
Attorney for Plaintiff

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

S & T BANK, :  
Plaintiff : No. 2008-293-CD  
:  
:  
vs. :  
:  
DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :  
:

TO: **Daniel K. Read**                   **Laura D. Read**  
**466 Treasure Lake**                   **466 Treasure Lake**  
**DuBois, PA 15801**                   **DuBois, PA 15801**

***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 JULY 8, 2008.**

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

Date: June 27, 2008



Peter F. Smith, Attorney for Plaintiff

Cc: S & T Bank

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

COPY

S & T BANK,

Plaintiff

vs.

No. 2008-293-CD

DANIEL K. READ and  
LAURA D. READ,

Defendants

Notice is given that a judgment has been entered of record in Clearfield County against DANIEL K. READ and LAURA D. READ, Defendants, and in favor of the Plaintiff in the amount of \$1,768.35 plus interest and costs.

Prothonotary

By Willie Shango 8/1/08, 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.: 2008-00293-CD

Real Debt: \$1,768.35

Atty's Comm: \$

Vs.

Costs: \$

Daniel K. Read  
Laura D. Read  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 19, 2008

Expires: August 19, 2013

Certified from the record this 19th day of August, 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 :  
: No. 2008-293-CD  
:  
vs. :  
:  
DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :

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	\$65,961.85
b)	Late Charge	\$ 109.56
c)	Interest Due to 01/10/08	\$ 1,833.96
d)	Interest accruing after 01/10/08 at \$13.0662135 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees (to be added)	\$ _____
g)	Bank Fees	\$ 68.22

PRELIMINARY TOTAL \$67,973.59

Date: Prothonotary's costs \$ 140.00 Prothonotary costs

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

FILED *PAff pd.*  
*01/11/08* 20.00  
AUG 19 2008 ICC 6 wnts  
to Sheriff  
William A. Shaw  
Prothonotary/Clerk of Courts  
60

The parcel of real estate subject to this action consists of a two-story house with attached two-car garage, known as 466 Treasure Lake, Section 12, Lot 205, Sandy Township, DuBois, Clearfield County, Pennsylvania, 15801 and also identified by Clearfield County Tax Map No. 128-C02-012-00205-00-21 Control No. 128078473 and is more particularly described as follows:

ALL THAT CERTAIN tract of land designated as Lot 205, Section 12, "Bonaire" in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 24.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of very kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure lake Property Owners Association, Inc. which lien shall run with the land and be an encumbrance against it.

BEING the same premises which were granted to Daniel K. Read and Laura D. Read by deed dated August 21, 1995 and recorded in Clearfield County Record Volume 1738, page 318.

Dated:

8/10/08



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

CO/

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

S & T BANK, :  
Plaintiff :  
: No. 2008-293-CD  
vs. :  
: DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :

**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 two-story house with attached two-car garage, known as 466 Treasure Lake, Section 12, Lot 205, Sandy Township, DuBois, Clearfield County, Pennsylvania, 15801 and also identified by Clearfield County Tax Map No. 128-C02-012-00205-00-21 Control Number 128078473 and is more particularly described as follows:

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4. A lien for all unpaid charges or assessments as may be made by Treasure Lake, Inc. or Treasure lake Property Owners Association, Inc. which lien shall run with the land and be an encumbrance against it.

BEING the same premises which were granted to Daniel K. Read and Laura D. Read by deed dated August 21, 1995 and recorded in Clearfield County Record Volume 1738, page 318.

Amounts Due:

a)	Balance	\$65,961.85
b)	Late Charge	\$ 109.56
c)	Interest Due to 01/10/08	\$ 1,833.96
d)	Interest accruing after 01/10/08 at \$13.0662135 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Bank Fees	\$ 68.22

PRELIMINARY TOTAL \$67,973.59

Date: Prothonotary's costs \$ 140.00 Prothonotary costs

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

John M. Boe  
Prothonotary

Deputy

Seal of the Court  
Date: 8/19/08

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

S & T BANK, :  
Plaintiff :  
vs. :  
No. 2008-293-CD  
DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :  
:

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: Daniel K. Read  
466 Treasure Lake  
DuBois, PA 15801

Laura D. Read  
466 Treasure Lake  
DuBois, PA 15801

Date: 8/1/08

  
Peter F. Smith  
Attorney for Plaintiff

FILED NOCC  
0110164  
AUG 19 2008  
©

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. 2008-293-CD  
DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :  
:

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  
010-5984  
AUG 19 2008 (6)

William A. Shaw  
Prothonotary/Clerk of Courts

2. Name and address of Defendant in the judgment:

Daniel K. Read	Laura D. Read
466 Treasure Lake	466 Treasure Lake
DuBois, PA 15801	DuBois, PA 15801

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

LaSalle National Bank  
135 South LaSalle Street  
Suite 200  
Chicago, IL 60603  
2001-212-CD  
Date: 09/28/2001  
\$40,459.41

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

S & T Bank	S & T Bank
900 Philadelphia Street	900 Philadelphia Street
P.O. Box 190	P.O. Box 190
Indiana, PA 157010	Indiana, PA 157010

Beneficial Consumer Discount Company  
90 Beaver Drive, Suite 114 C  
DuBois, PA 15801

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:

Total Environmental Solutions  
906 Beaver Drive  
DuBois, PA 15801

Domestic Relations  
Clearfield County Courthouse  
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:



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

No. 2008-293-CD

vs.

DANIEL K. READ and  
LAURA D. READ,

Defendants

AMENDED 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 \$1,616.66

b) Late Charge \$ 80.00

c) Interest Due to 01/10/08 \$ 65.77

d) Interest accruing after  
01/10/08 at \$.3864966 per day  
(to be added) \$ \_\_\_\_\_

e) Costs of suit (to be added) \$ \_\_\_\_\_

f) Attorney's fees \$ \_\_\_\_\_

g) Insurance \$ 5.92

PRELIMINARY TOTAL \$1,768.35

Date: Prothonotary's costs \$ 142.00

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

FILED *McCole*  
02/20/2008 Writs to  
AUG 21 2008 Sheriff

The parcel of real estate subject to this action consists of a two-story house with attached two-car garage, known as 466 Treasure Lake, Section 12, Lot 205, Sandy Township, DuBois, Clearfield County, Pennsylvania, 15801 and also identified by Clearfield County Tax Map No. 128-C02-012-00205-00-21 Control No. 128078473 and is more particularly described as follows:

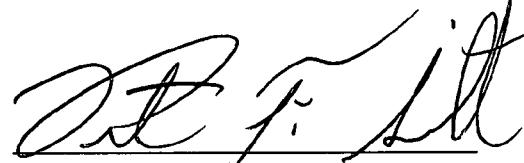
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BEING the same premises which were granted to Daniel K. Read and Laura D. Read by deed dated August 21, 1995 and recorded in Clearfield County Record Volume 1738, page 318.

Dated: 8/21/08



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

Copy

S & T BANK, :  
Plaintiff :  
: No. 2008-293-CD  
vs. :  
: DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :

**AMENDED WRIT OF EXECUTION**

Commonwealth of Pennsylvania

County of Clearfield

To the Sheriff of Clearfield County:

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b)	Late Charge	\$ 80.00
c)	Interest Due to 01/10/08	\$ 65.77
d)	Interest accruing after 01/10/08 at \$.3864966 per day (to be added)	\$ _____
e)	Costs of suit (to be added)	\$ _____
f)	Attorney's fees	\$ _____
g)	Insurance	\$ 5.92
PRELIMINARY TOTAL		\$1,768.35
Prothonotary costs		142.00

  
William H. Gray  
 Prothonotary

---

Deputy

Seal of the Court  
 Date: 8/21/08

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

S & T BANK,

Plaintiff

vs.

DANIEL K. READ and  
LAURA D. READ,

Defendants

No. 2008-293-CD

FILED NOCC  
01/04/08  
SEP 23 2008

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 August 29, 2008.

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

First Class Mail &  
Certified Mail  
Daniel K. Read  
466 Treasure Lake  
DuBois, PA 15801

First Class Mail &  
Certified Mail  
Laura D. Read  
466 Treasure Lake  
DuBois, PA 15801

LaSalle National Bank  
135 South LaSalle St., Suite 200  
Chicago, IL 60603

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

Beneficial Consumer Discount Company  
90 Beaver Drive  
Suite 114 C  
DuBois, PA 15801

Total Environmental Solutions  
906 Beaver Drive  
DuBois, PA 15801

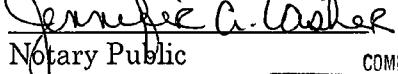
Domestic Relations  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

Date: September 22, 2008

  
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 22 day of Sept, 2008.

  
Jennifer A. Casler  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

NOTARY SEAL

JENNIFER A. CASLER, NOTARY PUBLIC  
CLEARFIELD BORO, CLEARFIELD COUNTY  
MY COMMISSION EXPIRES NOVEMBER 20, 2011

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  
P.O. Box 130  
Clearfield, PA 16830

One piece of ordinary mail addressed to:

Laura D. Read  
466 Treasure Lake  
DuBois, PA 15801

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830 08  
AUG 29 2008  
DUBOIS

\$1.10



POSTAL SERVICE

0000

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  
P.O. Box 130  
Clearfield, PA 16830

One piece of ordinary mail addressed to:

Daniel K. Read  
466 Treasure Lake  
DuBois, PA 15801

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830 08  
AUG 29 2008  
DUBOIS

\$1.10



POSTAL SERVICE

0000

PS Form 3817, January 2001

**U.S. Postal Service™**

**CERTIFIED MAIL™ RECEIPT**

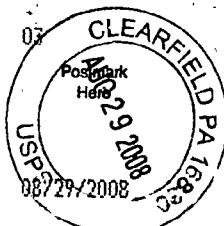
*(Domestic Mail Only; No Insurance Coverage Provided)*

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

PA 16830

**OFFICIAL USE**

Postage	\$ 0.42
Certified Fee	\$ 2.70
Return Receipt Fee (Endorsement Required)	\$ 2.20
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
Total Postage & Fees	\$ 5.32



Sent To

Daniel K. Read  
Street, Apt. No.;  
or PO Box No. 466 Treasure Lake  
City, State, ZIP+4  
DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

**U.S. Postal Service™**

**CERTIFIED MAIL™ RECEIPT**

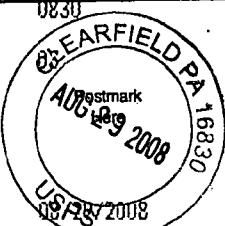
*(Domestic Mail Only; No Insurance Coverage Provided)*

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

PA 16830

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Certified Fee	\$ 2.70
Return Receipt Fee (Endorsement Required)	\$ 2.20
Restricted Delivery Fee (Endorsement Required)	\$ 0.00
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Sent To

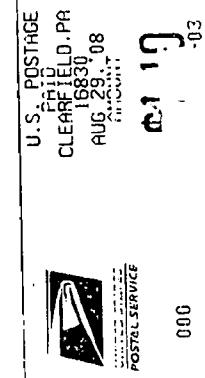
Laura D. Reed  
Street, Apt. No.;  
or PO Box No. 466 Treasure Lake  
City, State, ZIP+4  
DuBois, PA 15801

PS Form 3800, June 2002

See Reverse for Instructions

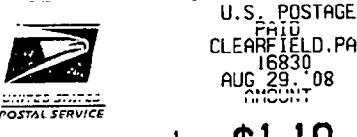
U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Peter F. Smith</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to: <u>Total Environmental Solutions</u>	
<u>906 Beaver Drive</u>	
<u>DuBois, PA 15801</u>	

PS Form 3817, January 2001



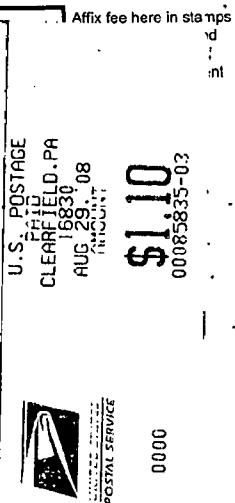
U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Peter F. Smith</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to: <u>Beneficial Consumer Discount Company</u>	
<u>90 Beaver Drive</u>	
<u>Suite 114C</u>	
<u>DuBois, PA 15801</u>	

PS Form 3817, January 2001



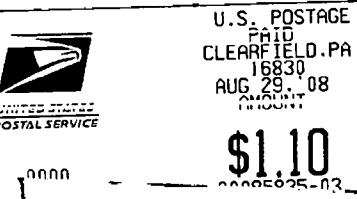
U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Peter F. Smith</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to: <u>S&amp;T Bank</u>	
<u>900 Philadelphia Street</u>	
<u>P.O. Box 190</u>	
<u>Indiana, PA 15701</u>	

PS Form 3817, January 2001



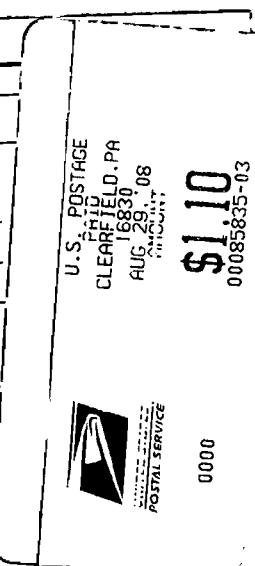
U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From: <u>Peter F. Smith</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to: <u>Domestic Relations</u>	
<u>Clearfield County Courthouse</u>	
<u>230 East Market Street</u>	
<u>Clearfield, PA 16830</u>	

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: <u>Peter F. Smith</u>	
<u>P.O. Box 130</u>	
<u>Clearfield, PA 16830</u>	
One piece of ordinary mail addressed to: <u>LaSalle National Bank</u>	
<u>135 South LaSalle Street</u>	
<u>Suite 200</u>	
<u>Chicago, IL 60603</u>	

PS Form 3817, January 2001



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

S & T BANK, :  
Plaintiff :  
: No. 2008-293-CD  
vs. :  
DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :  
:

**FILED**

OCT 29 2008  
S 010:00 (610)  
William A. Shaw  
Prothonotary/Clerk of Courts  
No. 7C

**PRAECIPE TO DISCONTINUE**

TO: William A. Shaw, Sr., Clearfield County Prothonotary  
Chester A. Hawkins, Clearfield County Sheriff

Dear Prothonotary and Sheriff of Clearfield County:

I appear as counsel for the Plaintiff in the above-captioned matter and request that you **DISCONTINUE** the Writ of Execution in this matter against the Defendants. I further request the Sheriff to return the Writ of Execution to the Prothonotary and discontinue the Sheriff Sale scheduled for November 7, 2008 at 10:00 a.m.

Respectfully submitted,



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

Date: 10/28/08

cc: S & T Bank  
MR. & MRS. READ

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20820  
NO: 08-293-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: DANIEL K. READ AND LAURA D. READ

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 8/19/2008

LEVY TAKEN 8/27/2008 @ 3:20 PM

POSTED 8/27/2008 @ 3:20 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/19/2009

DATE DEED FILED NOT SOLD

*S*  
**FILED**  
01/16/09  
JAN 19 2009  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

9/5/2008 @ 3:30 PM SERVED DANIEL K. READ

SERVED DANIEL K. READ, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANIEL READ

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.

9/5/2008 @ 3:30 PM SERVED LAURA D. READ

SERVED LAURA D. READ, DEFENDANT, AT THE CLEARFIELD COUNTY SHERIFF'S OFFICE, 1 NORTH SCEOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANIEL READ, HUSBAND/CO-DEFENDANT

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, OCTOBER 29, 2008 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO DISCONTINUE THE SHERIFF SALE SCHEDULED FOR NOVEMBER 7, 2008. THE SUM OF \$975.96 WAS PAID TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20820  
NO: 08-293-CD

PLAINTIFF: S & T BANK

vs.

DEFENDANT: DANIEL K. READ AND LAURA D. READ

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$229.02

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff

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

S & T BANK, :  
Plaintiff :  
: No. 2008-293-CD  
: :  
vs. :  
: :  
DANIEL K. READ and :  
LAURA D. READ, :  
Defendants :  
:

AMENDED 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:

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EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record in the aforesaid recorded plan.

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Amounts Due:

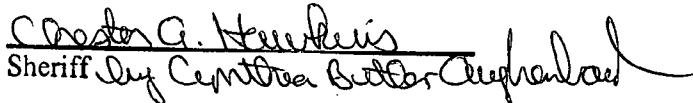
a) Balance	\$1,616.66
b) Late Charge	\$ 80.00
c) Interest Due to 01/10/08	\$ 65.77
d) Interest accruing after 01/10/08 at \$.3864966 per day (to be added)	\$ _____
e) Costs of suit (to be added)	\$ _____
f) Attorney's fees	\$ _____
g) Insurance	\$ 5.92
PRELIMINARY TOTAL	
	\$1,768.35
Prothonotary costs	
	142.00

  
\_\_\_\_\_  
Prothonotary

\_\_\_\_\_  
Deputy

Seal of the Court  
Date: 8/21/08

Received this writ this 10th day  
of August A.D. 2008  
At 2:30 A.M. (P.M.)

  
\_\_\_\_\_  
Sheriff by Cynthia Butterfield Deppendorn

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DANIEL K. READ

NO. 08-293-CD

NOW, January 19, 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 November 07, 2008, I exposed the within described real estate of Daniel K. Read And Laura D. Read 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 \$975.96 and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	22.23
LEVY	15.00
MILEAGE	22.23
POSTING	15.00
CSDS	10.00
COMMISSION	19.52
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	975.96
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$229.02</b>

**DEED COSTS:**

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

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	1,616.66
INTEREST @ 0.3900	117.78
FROM 01/10/2008 TO 11/07/2008	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	80.00
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	65.77
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$1,920.21</b>
<b>COSTS:</b>	
ADVERTISING	1,169.85
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	229.02
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,666.87</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

October 28, 2008

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

Re: S & T Bank vs. Read  
Clearfield County No. 2008-294-CD & 2008-293-CD

Dear Chet:

I enclose Discontinuances of the Writs of Execution in Sheriff Sale pending in the above-captioned matters.

Please note that the Defendants cured their default by paying the arrearages.

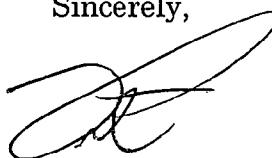
Note that once the sale was scheduled, you were entitled to collect your poundage in this instance. I am not aware that you do it, but Sheriffs in adjoining counties do.

This could be a nice shot to your annual budget.

In this instance, \$975.96 was paid on the first case with number 2008-293-CD and \$7,121.14 was paid on the second case with number 2008-294-CD.

Please send me a bill directed to my client for the poundage if you elect to charge it.

Sincerely,



Peter F. Smith

PFS/jac  
Enclosures  
cc: Carolyn M. Fridley, Asst. VP S & T Bank

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

S & T BANK,

Plaintiff

: No. 2008-294-CD

vs.

DANIEL K. READ and  
LAURA D. READ,

Defendants

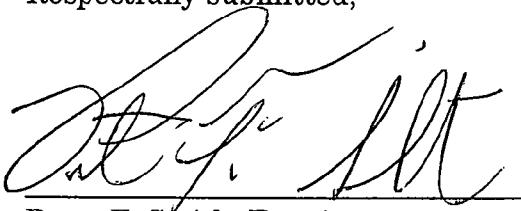
PRAECIPE TO DISCONTINUE

TO: William A. Shaw, Sr., Clearfield County Prothonotary  
Chester Hawkins, Clearfield County Sheriff

Dear Prothonotary and Sheriff of Clearfield County:

I appear as counsel for the Plaintiff in the above-captioned matter and request that you DISCONTINUE the Writ of Execution in this matter against the Defendants. I further request the Sheriff to return the Writ of Execution to the Prothonotary and discontinue the Sheriff Sale scheduled for November 7, 2008 at @ 10:00 a.m.

Respectfully submitted,



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

Date: 10/28/08

cc: S & T Bank  
MR. & MRS. READ