

08-294-CD

S&T Bank vs Daniel Read et al

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- 294 -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

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William A. Shaw  
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for service

  
Deputy Prothonotary

GK

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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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 RESERVIGN 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 February 23, 1996, for principal debt of \$80,000.00, together with interest. Said mortgage was recorded at Clearfield County Mortgage Volume No. 1738, page 322. 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 Note in favor of S & T Bank together with the foregoing mortgage evidencing their personal obligation to pay the \$80,000.00 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 \$547.78, 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 \$2,191.12 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	\$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

FINAL TOTAL \$

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 27, 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:

2/11/08

A handwritten signature in black ink, appearing to read 'P. F. Smith', written over a horizontal line.

Peter F. Smith  
Attorney for Plaintiff

STATE OF PENNSYLVANIA :  
COUNTY OF JEFFERSON : SS

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

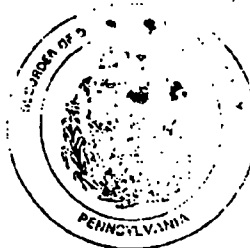
## WHEN RECORDED MAIL TO:

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

2/23/96  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 1:07 P.M.  
BY *Cherry & Cherry*  
FEES *19.50*

Karen L. Starck, Recorder

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



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

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



## MORTGAGE THIS IS A PURCHASE MONEY MORTGAGE

THIS MORTGAGE IS DATED FEBRUARY 23, 1996, between Daniel K. Read and Laura D. Read, whose address is 304 East Second Avenue, DuBois, PA 15801 (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"):

SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART  
HEREOF AS THOUGH FULLY SET FORTH HEREIN. FURTHER REFERENCE PRIOR DEED, DEED BOOK  
1022, PAGE 597

The Real Property or its address is commonly known as Treasure Lake Section 12 Lot 205, DuBois, PA 15801.

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

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

**Grantor.** The word "Grantor" means 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.

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

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

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

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

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

**Note.** The word "Note" means the promissory note or credit agreement dated February 23, 1996, in the original principal amount of \$80,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

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

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

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

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

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

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

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

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

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

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

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges

and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or to the Property rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the lien of the Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard 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 and 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. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the 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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

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

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

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or

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

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

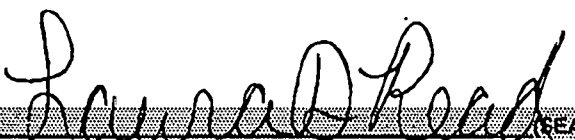
**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

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

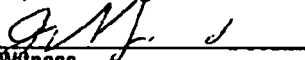
**EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.**

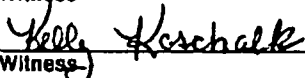
GRANTOR:

x  (SEAL)  
Daniel K. Read

x  (SEAL)  
Laura D. Read

Signed, acknowledged and delivered in the presence of:


x   
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

  
Attorney or Agent for Mortgagee

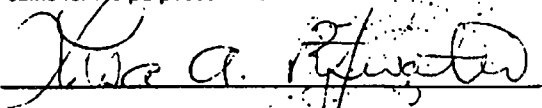
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA )  
 ) ss  
COUNTY OF CLEARFIELD )

On this, the 23rd day of February, 19 96, before me Lisa A. Fitzwater, 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.

Notarial Seal  
Lisa A. Fitzwater, Notary Public  
DuBois, Clearfield County  
My Commission Expires May 5, 1997

  
Notary Public in and for the State of Pennsylvania

ALL THAT CERTAIN tract of land designated as Lot No. 205, Section No. 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 and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Misc. Book Vol. 146, p. 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every 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 conveyed to the Mortgagors herein by deed of William A. Zahuranec and Valerie L. Zahuranec, dated August 21, 1995, and intended to be recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, herewith.

Legal Description

Entered of Record 5-23 1996 1:07 PM Karen L. Starck, Recorder



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$80,000.00	02-23-1996	02-23-2026	00001		50	1000177053	799	

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  
304 East Second Avenue  
DuBois, PA 15801

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

**Principal Amount:** \$80,000.00

**Date of Note:** February 23, 1996

**PROMISE TO PAY.** I promise to pay to S & T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of Eighty Thousand & 00/100 Dollars (\$80,000.00), together with interest on the unpaid principal balance from February 23, 1996, until paid in full. The interest rate will not increase above 13.250%.

**PAYMENT.** Subject to any payment changes resulting from changes in the Index, I will pay this loan in accordance with the following payment schedule:

60 consecutive monthly principal and interest payments in the initial amount of \$545.74 each, beginning March 23, 1996, with interest calculated on the unpaid principal balances at an interest rate of 2.000 percentage points over the Index described below; and 300 consecutive monthly principal and interest payments in the initial amount of \$595.30 each, beginning March 23, 2001, with interest calculated on the unpaid principal balances at an interest rate of 3.000 percentage points over the Index described below. My final payment will be due on February 23, 2026 and, will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Interest on this Note is computed on a 30/360 simple interest basis; that is, with the exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to me. Lender will tell me the current Index rate upon my request. I understand that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 60 months. The Index currently is 5.300% per annum. The interest rate on this Note will be based on the Index value plus a margin, rounded to the nearest .250 percent. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.250% per annum or more than the lesser of 13.250% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 3.000 percentage points. Unless waived by Lender, any increase in the interest rate will increase the amounts of my payments.

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

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment.

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

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

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to charge

**PROMISSORY NOTE**  
(Continued)

or setoff all sums owing on this Note against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided on this paragraph.

**COLLATERAL.** This Note is secured by a Mortgage dated February 23, 1996, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

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


**PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.**

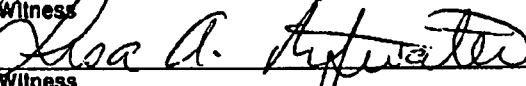
**BORROWER:**

x  (SEAL)  
Daniel K. Read

x  (SEAL)  
Laura D. Read

Signed, acknowledged and delivered in the presence of:

x   
Witness

x   
Witness



MEMBER FDIC

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

814-268-1130  
FAX 814-268-1126

November 27, 2007

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

RE: Mortgage Loan #368-01000177053 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.

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, Pennsylvania, **IS SERIOUSLY IN DEFAULT** (because you have not made the monthly payment of \$547.78 each for the months of September, October and November, 2007 for a total of \$1,643.34). Late charges (and other costs) have also accrued to date in the amount of \$123.00. 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 **\$1,766.34**.

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

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit 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.

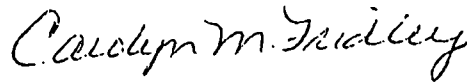
Daniel K. Read  
Laura D. Read  
November 27, 2007  
Page 4 of 4

---

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

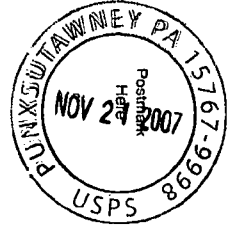
4200 Crawford Avenue  
Suite 200  
Northern Cambria, PA 15714  
814.948.4444

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only. For International Coverage Provided)*

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

**OFFICIAL USE**

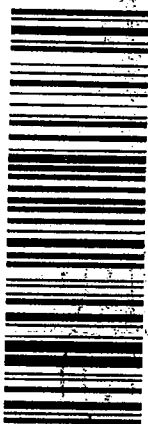
Postage	0.58
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.38



7006 3450 0000 1778 4394

Sent To: DANIEL K READ  
 Street, Apt. No.: TREASURE LAKE SECTION 12 LOT 205  
 or PO Box No.: 466, TREASURE LAKE  
 City, State, ZIP+4: DUBOIS PA 15801  
 PS Form 3800, August 2006 See Reverse for Instructions

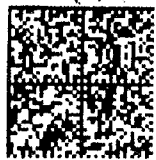
**CERTIFIED MAIL™**



P.O. Box D  
 Brockway, PA 15824

7006 3450 0000 1778 4394

ADDRESS SERVICE REQUESTED



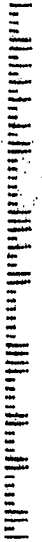
UNITED STATES POSTAGE  
 PRIORITY  
 \$ 05.38  
 02 1A  
 0004617930 NOV 21 2007  
 MAILED FROM ZIP CODE 15701

**ST Bank**

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

*noticed 11-23-07*  
**UNCLAIMED**

15801+9010



7006 3450 0000 1778 4578

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 [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 0.58
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.38</b>

HOME PA 15747  
 Postmark  
 NOV 24 2007  
 USPS

Sent To  
**DANIEL K READ**  
 Street, Apt. No.: TREASURE LAKE SECTION 12 LOT 205  
 or PO Box No. 466 TREASURE LAKE  
 City, State, ZIP+4  
**DUBOIS PA 15801-3144**

PS Form 3800, August 2006 See Reverse for Instructions

7006 3450 0000 1778 4585

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 [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 0.58
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 5.38</b>

HOME PA 15747  
 Postmark  
 NOV 24 2007  
 USPS

Sent To  
**LAURA D READ**  
 Street, Apt. No.: TREASURE LAKE SECTION 12 LOT 205  
 or PO Box No. 466 TREASURE LAKE  
 City, State, ZIP+4  
**DUBOIS PA 15801-3144**

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- 294-CD

vs.

DANIEL K. READ and

LAURA D. READ,

Defendants

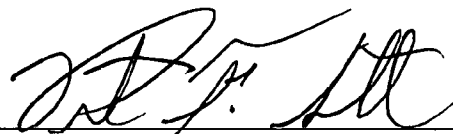
*PRAECIPE TO REINSTATE*

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**

APR 11 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Att'y Paid 7.00

2 Reinstated to Sheriff

1 Reinstated to Att'y.

CP

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- 294 -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.

  
Prothonotary/  
Clerk of Courts

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

Service # 1 of 2 Services

Sheriff Docket # **103791**

S&T BANK

Case # 08-294-CD

vs.

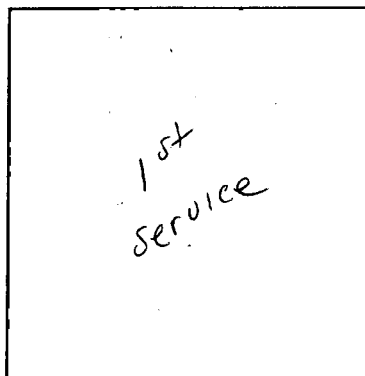
DANIEL K. READ and LAURA D. READ

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  
0/2:45  
William A. Shaw  
Prothonotary/Clerk of Courts

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

Service # 2 of 2 Services

Sheriff Docket # **103791**

S&T BANK

Case # 08-294-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 # 103791  
NO: 08-294-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

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

SHERIFF RETURN

RETURN COSTS

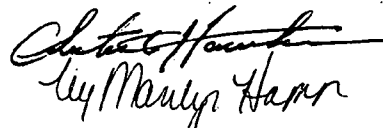
Description	Paid By	CHECK #	AMOUNT
SURCHARGE	S&T BANK	062005488	20.00
SHERIFF HAWKINS	S&T BANK	062005488	57.38

Sworn to Before Me This

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

\_\_\_\_\_

So Answers,



Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104038  
NO: 08-294-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  
6/2:45  
William A. Shaw  
Prothonotary/Clerk of Courts

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

DOCKET # 104038  
NO: 08-294-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 # 104038  
NO: 08-294-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	062005602	20.00
SHERIFF HAWKINS	S&T BANK	062005602	34.19

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

vs.

No. 2008-294-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 Plaintiffs and last known address of the Defendants are:

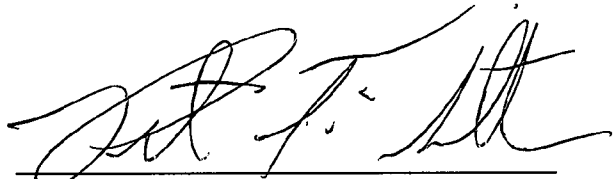
Plaintiff: S & T Bank  
800 Philadelphia Street  
Indiana, PA 15701

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

Laura D. Read  
466 Treasure Lake  
DuBois, PA 15801

Date:

8/11/08



Peter F. Smith  
Attorney for Plaintiff

FILED No cc  
06:57 PM  
AUG 12 2008 (610)

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. 2008-294-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

2. Name and address of Defendant in the judgment:

Daniel K. Read  
466 Treasure Lake  
DuBois, PA 15801

Laura D. Read  
466 Treasure Lake  
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  
900 Philadelphia Street  
P.O. Box 190  
Indiana, PA 15701

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

FILED<sup>NO</sup>  
0/2:5784  
AUG 12 2008  
CC  
(610)

William A. Shaw  
Prothonotary/Clerk of Courts

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

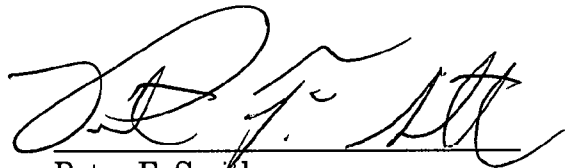
Domestic Relations  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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. 2008-294-CD

vs.

DANIEL K. READ and  
LAURA D. READ,

Defendants

**FILED** *plff pd. 20.00*  
*013:00801*  
**AUG 12 2008** *Notice to Defs.*  
William A. Shaw *Statement to*  
Prothonotary/Clerk of Courts *Atty Smith*  
*(GK)*

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  
466 Treasure Lake  
DuBois, PA 15801

Laura D. Read  
466 Treasure Lake  
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 \$67,973.59 plus interest and costs of suit.

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

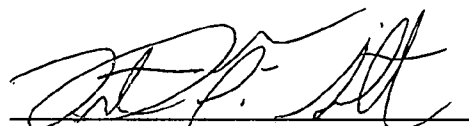
PRELIMINARY TOTAL	\$67,973.59
-------------------	-------------

FINAL TOTAL	\$ _____
-------------	----------

Respectfully submitted,

Date:

8/11/08



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- 294-CD

vs.

DANIEL K. READ and  
LAURA D. READ,

Defendants

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

Laura D. Read  
466 Treasure Lake  
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. 2008-294-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 \$67,973.59, plus interest and costs.

Prothonotary

By William L. H. [Signature], Deputy 8/12/08

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.: 2008-00294-CD

Real Debt: \$67,973.59

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

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

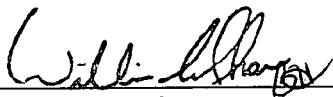
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: August 12, 2008

Expires: August 12, 2013

Certified from the record this 12th 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. 2008-294-CD

vs.

DANIEL K. READ and  
LAURA D. READ,

Defendants

**FILED** *1CC and 6 Writs to Sheriff*  
*03:10 PM*  
**AUG 12 2008**  
William A. Shaw *Piff pd.*  
Prothonotary/Clerk of Courts *\$20.60*  
*(610)*

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 \$ 142.00

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

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.

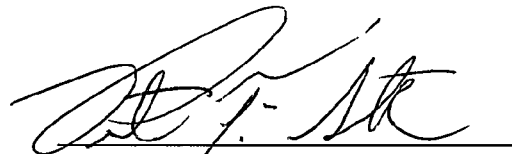
EXCEPTING AND RESERVIGN THEREFROM AND SUBJECT TO:

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:

8/11/08



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. 2008-294-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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EXCEPTING AND RESERVIGN THEREFROM AND SUBJECT TO:

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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.

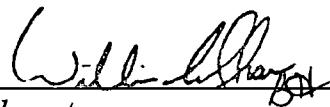
Amounts Due:

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 \$ 142.00

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

  
\_\_\_\_\_  
Prothonotary

\_\_\_\_\_  
Deputy

Seal of the Court

Date: 8/12/08

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

S & T BANK,

Plaintiff

vs.

No. 2008-294-CD

DANIEL K. READ and  
LAURA D. READ,

Defendants

**FILED** *no cc*  
*011010481*  
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 22, 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

Laura D. Read  
466 Treasure Lake  
DuBois, PA 15801

LaSalle National Bank  
135 South LaSalle Street  
Suite 200  
Chicago, IL 60603

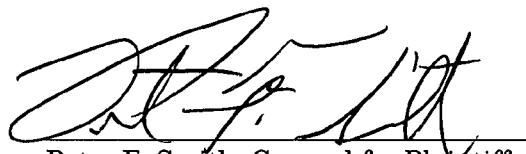
S&T Bank  
900 Philadelphia Street  
P.O. Box 190  
Indiana, PA 15701

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

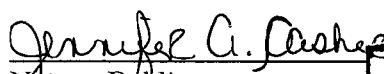
Total Environmental Solutions  
906 Beaver Drive  
DuBois, PA 15801

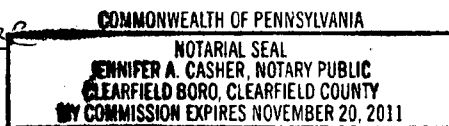
Domestic Relations  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

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.

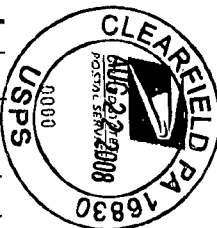
  
Notary Public



**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:  
Beneficial Consumer Discount Compan  
90 Beaver Drive  
Suite 114C  
DuBois, PA 15801



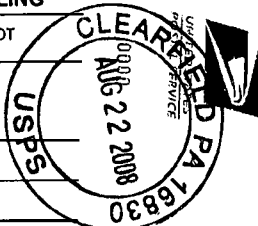
U.S. POSTAGE  
 PAID  
 CLEARFIELD, PA  
 16830  
 AUG 22 08  
 AMOUNT  
 \$1.10  
 00090512-07

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:  
Laura D. Read  
466 Treasure Lake  
DuBois, PA 15801



U.S. POSTAGE  
 PAID  
 CLEARFIELD, PA  
 16830  
 AUG 22 08  
 AMOUNT  
 \$1.10  
 00090512-07

PS Form 3817, January 2001

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

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

**OFFICIAL USE**

Postage	\$ 0.42	0830
Certified Fee	\$2.70	07
Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 45.32	08/22/2008

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)

**OFFICIAL USE**

Postage	\$ 0.42	0830
Certified Fee	\$2.70	07
Return Receipt Fee (Endorsement Required)	\$2.20	Postmark Here
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$ 45.32	08/22/2008

Sent To  
Laura D. 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

9568 2E24 E000 0010 9002

5468 2E24 E000 0010 9002

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:

Total Environmental Solutions

906 Beaver Drive

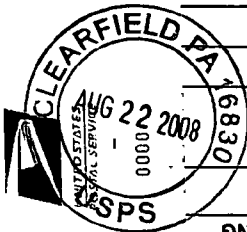
DuBois, PA 15801

PS Form 3817, January 2001



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
AUG 22, 08  
AMOUNT  
\$1.10  
00090512-07

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
AUG 22, 08  
AMOUNT  
\$1.10  
00090512-07



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:

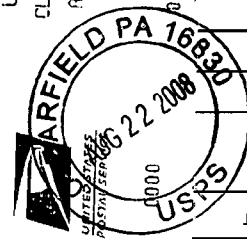
Daniel K. Read

466 Treasure Lake

DuBois, PA 15801

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
AUG 22, 08  
AMOUNT  
\$1.10  
00090512-07



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:

Lasalle National Bank

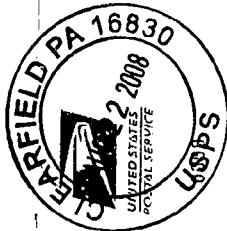
135 South Lasalle Street

Suite 200

Chicago, IL 60603

PS Form 3817, January 2001

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
AUG 22, 08  
AMOUNT  
\$1.10  
00090512-07



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Received From:

Peter F. Smith

P.O. Box 130

Clearfield, PA 16830

One piece of ordinary mail addressed to:

S&T Bank

900 Philadelphia Street

P.O. Box 190

Indiana, PA 15701

PS Form 3817, January 2001

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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:

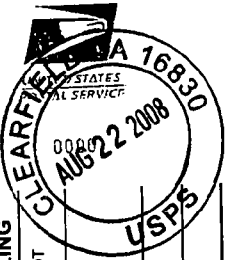
Domestic Relations

Clearfield County Courthouse

230 East Market Street

Clearfield, PA 16830

PS Form 3817, January 2001



U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
AUG 22, 08  
AMOUNT  
\$1.10  
00090512-07

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

**FILED**

OCT 29 2008

William A. Shaw  
Prothonotary/Clerk of Courts

No. C/C 610

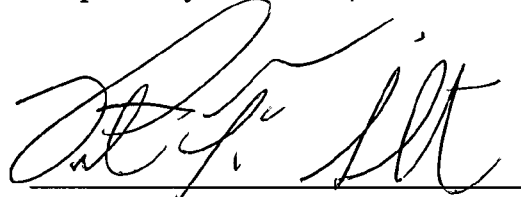
**PRAECIPE TO DISCONTINUE**

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20817  
NO: 08-294-CD

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

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 8/13/2008

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

<sup>S</sup> FILED  
01/15/09  
JAN 19 2009  
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 HANING TO DANIEL K. 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 SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DANIEL K. 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. \$7,121.14 WAS PAID TO CURE THE DEFAULT.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20817  
NO: 08-294-CD

PLAINTIFF: S & T BANK

VS.

DEFENDANT: DANIEL K. READ AND LAURA D. READ

Execution REAL ESTATE

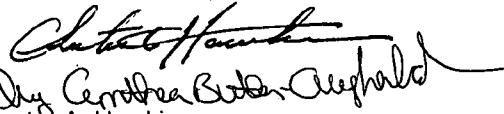
SHERIFF RETURN

---

SHERIFF HAWKINS \$379.15

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. 2008-294-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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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.

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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 \$ 142.00

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

*William L. Hester*  
BN

Prothonotary

Deputy

Seal of the Court

Date: 8/12/08

Received this writ this 13<sup>th</sup> day  
of August A.D. 2008  
At 9:30 A.M./P.M.

*Charles A. Humber*  
Sheriff *by Cynthia R. Humber*

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME DANIEL K. READ

NO. 08-294-CD

NOW, January 17, 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 \$7,121.14 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	142.42
POSTAGE	5.04
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	22.23
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	7,121.14
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	

**TOTAL SHERIFF COSTS                    \$379.15**

**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	65,691.85
INTEREST @ 13.0700	3,947.14
FROM 01/10/2008 TO 11/07/2008	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	68.22
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,833.96
MISCELLANEOUS	

**TOTAL DEBT AND INTEREST                    \$71,581.17**

**COSTS:**

ADVERTISING	1,169.85
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	379.15
LEGAL JOURNAL COSTS	0.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	

**TOTAL COSTS                                    \$1,691.00**

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.

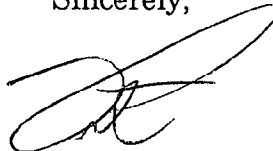
Note that once the sale was scheduled, you were entitled to collect your poundage in this instance. I am not aware that you do it, but Sheriffs in adjoining counties do.

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. 2008-293-CD

vs.

DANIEL K. READ and

LAURA D. READ,

Defendants

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,

Date:

10/28/08



Peter F. Smith, Esquire

Attorney for Plaintiff

P. O. Box 130, 30 South Second Street

Clearfield, PA 16830

(814) 765-5595

cc: S & T Bank

MR. & MRS. READ

Filed 10/28/08  
10:00 AM

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

FILED

011:40am  
APR 07 2009

William A. Shaw  
Prothonotary/Clerk of Courts

pd \$7.00 Atty  
ICC + 1 Cert  
of sat issued  
to Atty Smith

PRAECIPE TO SATISFY

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

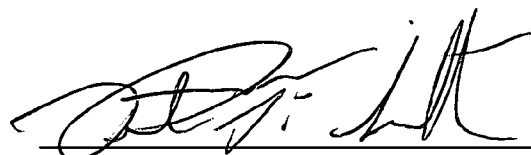
Dear Prothonotary:

As counsel for the Plaintiff in the above-captioned matter, I appear and request that the judgment entered against DANIEL K. READ and LAURA D. READ, be marked satisfied.

Respectfully submitted,

Date:

4/7/09



Peter F. Smith, Esquire

Attorney for Plaintiff

P. O. Box 130, 30 South Second Street

Clearfield, PA 16830

(814) 765-5595

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

S & T Bank

No.: 2008-00294-CD

Vs.

Debt: \$67,973.59

Daniel K. Read  
Laura D. Read


Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Tuesday, April 07, 2009 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 7th day of April, A.D. 2009.

  
LM

Prothonotary