

08-296-CD  
Clfd B&T vs Dennis D. Brown

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

DENNIS D. BROWN

Defendant

No. 08-296-CD

Type of Pleading: PRACIPE TO  
REINSTATE COMPLAINT

Filed on Behalf of: Plaintiff

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

PRAECIPE

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Kindly reissue and reinstate the Complaint in the above-captioned matter  
due to the inability to have the Clearfield County Sheriff serve the above-named  
Defendant within 30 days of the filing of the Complaint.

Date: 4-10-08

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.



Alan F. Kirk, Esquire  
ID#36893

FILED  
APR 15 2008

William A. Shaw  
Prothonotary/Clerk of Courts

2ccs & 2 Compl.  
Reinstated to  
Attg  
Attg p.d.  
7.00

COPY

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

DENNIS D. BROWN

Defendant

No. 08-296-CD

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

ALAN F. KIRK, ESQUIRE

Supreme Court # 36893

328 Innovation Boulevard, Suite 200

State College, PA 16803

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[akirk@bccz.com](mailto:akirk@bccz.com)

**NOTICE TO DEFEND**

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

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

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

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

FEB 20 2008

Test.



*William A. Brown*  
Prothonotary/  
Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

DENNIS D. BROWN

Defendant

No.

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

**COMPLAINT**

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

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

2. The Defendant is DENNIS D. BROWN, with a mailing address and property address of 318 Ogden Avenue, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated August 14, 2006, in the principal amount of \$57,113.41. A copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200615104 on September 7, 2006.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$57,113.41 as set forth in Promissory Note dated August 14, 2006.. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated October 3, 2007, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

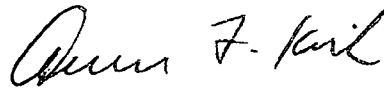
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 55,894.59
(b)	Interest per diem of 13.01654 from 8/18/07 to 1/25/08	\$ 2,486.17
(c)	Late Charges	\$ 100.00
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	\$ 2,794.73
	<b>FINAL TOTAL</b>	<b>\$ 61,303.99</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$61,303.99** plus interest at **8.5%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.



Date: 1-28-08

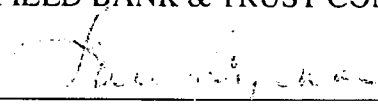
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Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

By:   
Louis Cynkar, Vice President  
Lending Division Manager

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

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

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

**\*RETURN DOCUMENT TO:**  
FIRST AMERICAN

Instrument Number - 200615104

Recorded On 9/7/2006 At 10:41:09 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 7

Invoice Number - 154680

\* Mortgagor - BROWN, DENNIS D

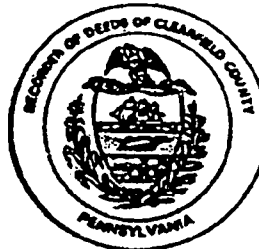
\* Mortgagee - CLEARFIELD BANK AND TRUST CO

\* Customer - FIRST AMERICAN

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$17.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$32.50

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



*Karen L. Starck*

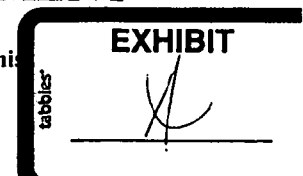
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this





First American Lenders Advantage  
1100 Superior Avenue Suite 200  
Cleveland, Ohio 44114  
Voice: 216/241-1278

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## RECORDINGS SCAN SHEET

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5345.0 Clearfield Bank & Trust Company

ORDER: 10142700    SEQ: 001    DOCUMENT: MTG    SIDES: 7

DENNIS D. BROWN  
318 OGDEN AVENUE  
CLEARFIELD PA 16830

**10142700\$001\$MTG\$7**



Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## MORTGAGE

101412700

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is AUGUST 14, 2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

\*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The property is located in CLEARFIELD at CLEARFIELD BOROUGH  
(County)

318 OGDEN AVE, CLEARFIELD, Pennsylvania 16830  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 57,113.41. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:  
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Note Dated AUGUST 14, 2006 In The Amount Of \$57,113.41

With a Maturity Date Of AUGUST 18, 2021

Said Loan In The Name(s) Of DENNIS D BROWN

shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.

- 13. EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.
- 14. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.
- 15. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.
- 16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 17. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

**Lender**

CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

**Owner**

DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

**HOEPA Rider**

This HOEPA Rider, dated 08/14/06, is incorporated into and amends the mortgage, deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described in the Security Instrument and located at: 318 OGDEN AVENUE CLEARFIELD PA 16830 [Property Address].

**Default.** The Default section of the Security Instrument is amended to read as follows:

**DEFAULT.** The Mortgagor or Grantor will be in default if any of the following occur:

- (a) Payments. Any party obligated on the note fails to make a payment when due.
- (b) Property. Any action or inaction by the Mortgagor or Grantor adversely affects the Property or Lender's rights in the Property.
- (c) Fraud. The Borrower or the Mortgagor or Grantor engages in fraud or material misrepresentation in connection with this transaction.

☒ **Secured Debt.** The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Section 32 of Regulation Z, should the annual percentage rate or fees of that other debt meet the threshold for coverage under Section 32.

**Signatures.** The Undersigned agree to the terms contained in this Rider.

  
DENNIS D BROWN

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE STATE OF PENNSYLVANIA, COUNTY OF CLEARFIELD, WITH A STREET LOCATION ADDRESS OF 318 OGDEN AVE; CLEARFIELD, PA 16830-2142 CURRENTLY OWNED BY CARL D BROWN HAVING A TAX IDENTIFICATION NUMBER OF 0042-K08-224-00033-10170 AND FURTHER DESCRIBED AS H, G, SHED / L #20 BLOCK "A" .

0042-K08-224-00033-10170

318 OGDEN AVE; CLEARFIELD, PA 16830-2142

14536

29727248/f



BROWN

10142700

FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE



When recorded mail to:  
*FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120*

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200200980

RECORDED ON

Jan 17, 2002

1:55:40 PM

Total Pages: 5

RECORDING FEES - \$15.00

RECORDER

COUNTY IMPROVEMENT

FUND

RECORDER

IMPROVEMENT FUND

STATE MORT TAX

TOTAL

CUSTOMER

PETIZ, CHRIS

D E E D

AFFIDAVIT No. 35041

THIS INDENTURE made the 15<sup>TH</sup> day of January, 2002

BETWEEN DENNIS D. BROWN, a single individual, of 318 Ogden Avenue, Clearfield, Pennsylvania 16830, Executor of the will of CARL DUANE BROWN, 318 Ogden Avenue Box 181, Clearfield, Clearfield County, Pennsylvania, Grantor, party of the first part,

WHEREAS Carl Duane Brown died on the twenty-third day of January 1996, leaving a will dated the sixth day of July, 1984 and probated in the Office of the Register of Wills, Clearfield County, Pennsylvania, naming Dennis D. Brown, Executor,

A N D

DENNIS D. BROWN, an adult individual of 318 Ogden Avenue, Clearfield, Pennsylvania, Grantee, party of the second part,

WITNESSETH, that DENNIS D. BROWN, Executor, said party of the first part, IN CONSIDERATION OF THE SUM OF FORTY THOUSAND AND 00/100 (\$40,000.00) \*\*\*\*\* DOLLAR to him now paid by the party of the second part, does grant, bargain, sell and convey unto the party of the second part, his heirs, executors and assigns,

SEE ATTACHED DESCRIPTION

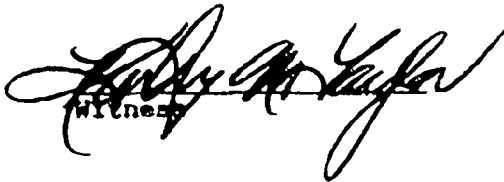
With the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said party of the second part, his heirs,




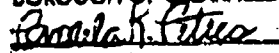
executors and assigns forever, AND the said party of the first part for himself, his heirs, executors, and administrators covenant with the said party of the second part, his heirs, executors and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED IN THIS INSTRUMENT. [This notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any]

WITNESS the hand and seal of the said party of the first part.

  
Witness

  
Dennis D. Brown  
Executor for the Estate  
of Carl Duane Brown

THIS DEED REGISTERED WITH  
BOROUGH OF CLEARFIELD.  
  
Borough Secretary

STATE OF PENNSYLVANIA

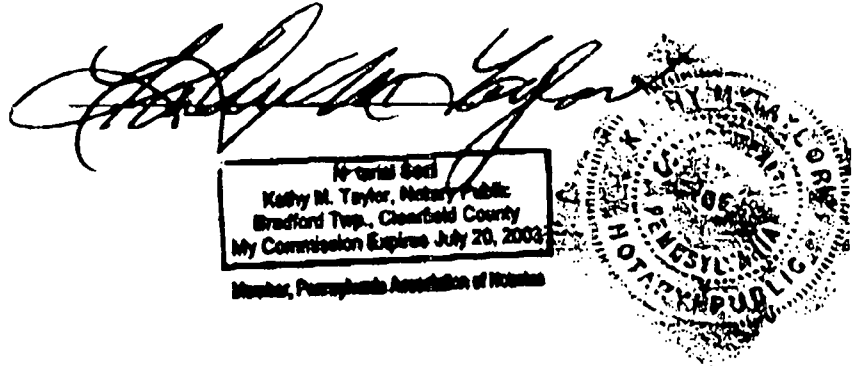
SS

COUNTY OF CLEARFIELD

On this 15th day of January, 2002,  
before me the undersigned officer, personally appeared **DEMOND D.  
BROWN**, known to me (or satisfactorily proven to be) the person  
whose name is subscribed to the within instrument and  
acknowledged that he executed the same for the purposes therein  
contained.

IN WITNESS THEREOF, I herein set my hand and official  
seal.

My commission expires:





ALL that certain piece or parcel of ground located in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Ogden Avenue corner of lots No. 19 and 20; thence by said Ogden Avenue fifty (50) feet to corner of lot 21; thence along the line of lot No. 21 One Hundred and seventy-two (172) feet to an alley; thence along said alley fifty (50) feet to a corner of lot No. 19; thence along line of lot No. 19, One Hundred and seventy-two (172) feet to a post corner on Ogden Avenue and place of beginning. Being lot No. 20 located in Block "A" in the Betts Addition to the Borough of Clearfield.

BEING the same property conveyed to Carl D. Brown and Jean A. Brown, his wife, by deed dated May 24, 1972 from Wendell H. Musser and Irene M. Musser, his wife, and recorded in Clearfield County Deed Book 595, page 169. Jean A. Brown predeceased her husband, Carl D. Brown, in 1982.

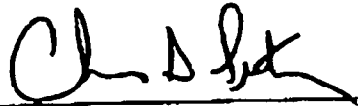
Property Assessment # 4.2-K8-224-33

## CERTIFICATE OF RESIDENCE

I, Chris A. Pertz, do hereby certify that the precise residence of the Grantee(s) is as follows:

318 Ogden Ave.  
Clearfield, PA.  
16830

Date:

1-17-02

Attorney for Grantee(s)

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 SECTION 1.



RECORDED in the office for Recording of Deed, etc., in

and for the said County, in \_\_\_\_\_.

WITNESS my hand and Official Seal this \_\_\_\_\_ day of

\_\_\_\_\_, 199\_\_.


CERTIFICATE OF RESIDENCE

I, Chris A. Pertz, do hereby certify that the precise residence of the Grantee(s) is as follows:

318 Ogden Ave.  
Clearfield, PA.  
16830

Date:

1-17-02



Attorney for Grantee(s)

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 SECTION 1.



RECORDED in the office for Recording of Deed, etc., in  
and for the said County, in \_\_\_\_\_.

WITNESS my hand and Official Seal this \_\_\_\_ day of  
\_\_\_\_\_, 199\_\_.

# NOTE, Disclosure, and Security Agreement

**Lender**  
CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

**Borrower**  
DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

Loan Number 1052241  
Loan Date 08/14/06  
Maturity Date 08/18/21  
Loan Amount 57,113.41  
Renewal of

☐ Refer to the attached addendum for additional Borrowers and their signatures.

## Truth-in-Lending Disclosures

**Annual Percentage Rate**  
The cost of my credit as a yearly rate.

8.5319 %

**Finance Charge**

The dollar amount the credit will cost me.

\$ 44,248.08

**Amount Financed**

The amount of credit provided to me or on my behalf.

\$ 57,028.41

**Total of Payments**

The amount I will have paid when I have made all scheduled payments.

\$101,276.49

**My Payment Schedule Will Be:**

Payments Amount of Payments

179 \$ 562.64

1 \$ 563.93

\$

\$

**When Payments Are Due**

Monthly Beginning - 09/18/06

AUGUST 18, 2021

"e" means an estimate.

**Demand.** ☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

**Prepayment.** If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.

☒ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

☒ **Late Charge.** If a payment is late (more than 15 days after due) I will be charged 5.00% of the Past Due Payment Amount subject to a \$20.00 Maximum

**Security.** I am giving a security interest in:

☐ the goods or property being purchased.

☐ collateral securing other loans with you may also secure this loan.

☒ (brief description of other property) 318 OGDEN AVENUE CLEARFIELD PA 16830

**Filing Fees.** \$32.50

**Non-filing Insurance.** \$

☐ **Required Deposit.** The annual percentage rate does not take into account my required deposit.

☒ **Assumption.** Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

**Contract Documents.** I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## Promissory Note

**Promise to Pay.** For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$ 57,113.41

plus interest from AUGUST 18, 2006 at the rate of

8.50 % per year until AUGUST 18, 2021

Interest accrues on a Actual/365 basis. I agree

to pay late charges in accordance with the provisions shown in the

Truth-in-Lending Disclosures. The purpose of this loan is

PO CR&T 3 CREDIT CARDS AND PROPERTY TAXES

**Payment.** I will pay this note as follows:

☐ Interest due

Principal due

☒ This note has 180 payments. The first payment

will be in the amount of \$ 562.64 and

will be due 09/18/06. A payment of

\$562.64 will be due on the 18th

day of each Month

thereafter. The final payment of the entire unpaid balance of principal

and interest will be due 08/18/21

**Post-Maturity Interest.** Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

☐ Interest will accrue at the rate of % per year on the balance of this note not paid at maturity, including maturity by acceleration.

☒ **Additional Finance Charge.** I also agree to pay a nonrefundable fee of \$85.00, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term. ☒ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ **Minimum Finance Charge.** I agree to pay a minimum finance charge of \$ if I pay this note off before you have earned that much in finance charges.

☐ **Returned Payment Fee.** I agree to pay a service charge of \$ for each payment (check or automatic payment) returned unpaid.

☐ Other Terms.

## Itemization of Amount Financed

Amount given to me directly \$

Amount paid on my (loan) account \$

Amount paid to others on my behalf (You may retain or receive a portion of these amounts.) \$

To insurance companies \$

To public officials \$

SEE SEPARATE HUD SETTLEMENT STATEMENT \$

(less) Prepaid Finance Charge(s) \$

Amount Financed \$

## Security Agreement

**Security.** To secure the obligations of this Loan Agreement, I give you a security interest in the Property described below:  
318 OGDEN AVENUE CLEARFIELD PA 16830

☐ **All Debts.** The Property will also serve as collateral for all present and future debts.

☐ **Other Security.** This Loan Agreement is secured by

EXHIBIT

tabbies

## Additional Terms of the Promissory Note

**Definitions.** As used in this Loan Agreement, ☒ indicates terms that apply to this Loan Agreement. *Loan Agreement* refers to this Promissory Note, Security Agreement, and Truth in Lending Disclosures, and any extensions, renewals, modifications, and substitutions of this Loan Agreement. *Loan* refers to this all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes, and this Loan Agreement. *Security Agreement* refers to the security agreement contained within this Loan Agreement. *Secured Debts* refers to all sums advanced to you under the terms of the Security Agreement has been checked). The pronouns *I, me and my* refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this Loan Agreement. *You and your* refer to the Lender and its successors and assigns.

**Advance Procedure And Means.** You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon consummation of the loan and as you and I agree, except that no advance(s) will occur until three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**Payments.** Unless otherwise provided in the Other Terms section, each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

**Interest.** Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number of days in a year. The interest rate and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this loan. If the amount collected is found to exceed the highest rate or charge allowed, you will refund an amount necessary to comply with the law.

**Post-Maturity Interest.** Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in this Loan Agreement. For purposes of this section, final maturity occurs on any of the following dates.

- If this Loan Agreement is payable on demand, on the date you make demand for payment.
- If this Loan Agreement is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
- On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**Prepayment.** I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**Commissions.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**Warranties and Representations.** I have the power and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or my property, or to which I am a party.

I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

**Default.** Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur.

- I fail to make a payment when due.
- I fail to perform any condition or keep any promise of this or any agreement I have made with you.

**Remedies.** Subject to any limitations in the Real Estate or Residence Security section, after I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- Make all or any part of the amount owing by the terms of this Loan Agreement due.
- Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement.
- Make a claim for any and all insurance benefits or refunds that may be available on my default.
- Set off any amount due and payable under the terms of this Loan Agreement against my right to receive money from you, unless prohibited by law.
- Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement.
- Require me to gather the Property and make it available to you in a reasonable fashion (unless prohibited by law); keep or dispose of the Property as provided by law; apply the proceeds to your expenses of collection and enforcement and then to the Secured Debts; and, unless prohibited by law, and following any required notice of deficiency, hold me liable for any deficiency if what you receive from the sale does not satisfy the Secured Debts.

Ily choosing any one or more of these remedies you do not give up our right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**Real Estate or Residence Security.** If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a fault and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest, to the extent not prohibited by law and not contrary to the terms of a separate security instrument, by this Loan Agreement.

**Waivers.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surety, accommodation maker, or any other cosigner. You may release, substitute, or impair any Property securing this Loan Agreement.

**Collection Expenses and Attorneys' Fees.** On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**General Provisions.** This Loan Agreement is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. My name and address are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

Any provisions that appoint you as an agent are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property.

## Additional Terms of the Security Agreement

Generally, *Property* means any collateral described in this Loan Agreement in which I have an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property. Property includes all parts, accessories, repairs, replacements, improvements, and accretions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property.

If the All Debts subsection is checked, the Property also secures all present and future debts, even if this Loan Agreement is not referenced in the debt instrument, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. Nothing in this Loan Agreement is a commitment to make future loans or advances. This Loan Agreement will not secure any debt for which you fail to give any required notice of the right of rescission (i.e., right to cancel), or any debt for which a non-possessory, non-purchase money security interest is created in household goods in connection with a consumer loan, as those terms are defined by federal law governing unfair and deceptive credit practices.

**Purchase Money Security Interest.** If this is a purchase money loan (the loan proceeds are used to purchase the collateral), I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. The portion of the Property purchased with loan proceeds will remain subject to your purchase money security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Security Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula.

**Waivers.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith. I waive all rights I have now or in the future to a homestead or personal property exemption in the Property.

**Assumptions.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property.

**Perfection of Security Interest.** I authorize you to file a financing statement covering the Property. I agree to comply with, facilitate, and otherwise assist you in connection with perfecting your security interest under the Uniform Commercial Code.

**Duties Toward Property.** I will protect the Property and your interest against any competing claim. Except as otherwise provided in this Loan Agreement, I will keep the Property in my possession at the address indicated in this Loan Agreement. I will keep the Property in good repair and use it only for personal, family, or household purposes. I will immediately inform you of any loss or damage to the Property. You have the right of reasonable access to inspect the Property.

I will keep books, records, and accounts about the Property and my assets in general, to which I will allow you reasonable access. I will pay all taxes and assessments levied or assessed against me or the Property. I will not sell, lease, license, or otherwise transfer or encumber the Property without your prior written consent. You do not authorize any sale or other disposition of the Property. Any sale or disposition you do not authorize will violate your rights.

If I pledge the Property to you (deliver the Property into your, or your designated third party's possession or control), I will, upon receipt, deliver any proceeds and products of the Property to you. I will provide you with any notices, documents, financial statements, reports, and other information relating to the Property I receive as the owner of the Property.

**Insurance.** I agree to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Security Agreement. I may provide the required insurance through an existing policy of insurance that I own or control, or through a policy that I buy. I have free choice in the selection of an insurance company, subject to applicable law. I will maintain this insurance in the amounts you require and have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. If the insurance proceeds do not cover the amounts I owe you, I will pay the difference. You may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If you acquire the Property in damaged condition, my rights to any insurance policies and proceeds will pass to you to the extent of the Secured Debts. I will immediately notify you of cancellation or termination of insurance.

I am required to maintain insurance on the Property to protect your interest. If I fail to maintain the required insurance, or fail to provide you with evidence of insurance, I understand and agree to the following.

- You may (but are not required to) place insurance on the Property to protect your interest, which will not cover my equity in the Property.
- The insurance you provide may be written by a company other than one I would choose and may be written at a higher rate than I could obtain if I purchased the insurance.
- I will pay for the costs of any Property insurance you provide.

**Authority to Perform.** I authorize you to do anything you deem reasonably necessary to protect the Property and your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement, you are authorized, after providing me with any required notice and opportunity to perform, to perform the duties or cause them to be performed and add the costs of performance to the Secured Debts. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and taking any action to obtain or preserve the benefits and rights of the Property. Your authority to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Security Agreement. If you come into actual or constructive possession of the Property, you will preserve and protect the Property to the extent required by law. Your duty of care with respect to the Property will be satisfied if you exercise reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

#### Third Party Agreement

For the purposes of the provisions within this enclosure, I, me or my means the person signing below and you means the Lender identified in this Loan Agreement. I agree to give you a security interest in the Property that is described in the Security Agreement section. I agree to the terms of this Loan Agreement, but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this Loan Agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower. I have received a completed copy of this Loan Agreement.

X \_\_\_\_\_

Attach FTC "Preservation of Consumer Claims and Defenses"  
Notice if Applicable.

#### Insurance

**Credit Insurance.** Credit life, credit accident and sickness (disability), and any other insurance coverage quoted below, are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). You are quoting below ONLY the coverages I have chosen to purchase.

Credit Life	Premium	\$ 3,559.66
<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	180 Months
Credit Disability	Premium	\$ 3,834.90
<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	120 Months
	Premium	\$ _____
<input type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	_____

**Signature.** My signature below means I want (only) the insurance coverage(s) quoted above. If "None" is checked, I have declined the coverage you offered.

X Dennis D Brown DOB 12/11/1957  
X \_\_\_\_\_ DOB \_\_\_\_\_  
X \_\_\_\_\_ DOB \_\_\_\_\_

☐ **Single Interest Insurance.** I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ N/A \_\_\_\_\_ for \_\_\_\_\_ N/A \_\_\_\_\_ of coverage.

☐ **Property Insurance.** I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ N/A \_\_\_\_\_ for \_\_\_\_\_ N/A \_\_\_\_\_ of coverage.

#### Federal Sale of Insurance Disclosure

Product refers to any insurance product or annuity I purchase from you. With regard to any Product I purchase from you, the following apply.

- The Product is not a deposit account or other obligation of any depository institution or any affiliate of any depository institution.
- The Product is not guaranteed or insured by any depository institution or any affiliate of any depository institution.
- The Product is not insured by the Federal Deposit Insurance Corporation (FDIC).
- The Product, except in the case of Federal Flood Insurance or Federal Crop Insurance, is not insured by any federal government agency.

☒ If this box is checked, there is investment risk associated with the Product, including the possible loss of value.

By signing, I acknowledge that I have received a copy of this disclosure on today's date. Unless these disclosures are provided electronically or I have purchased the Product by mail, I also acknowledge that you have provided these disclosures to me orally.

X Dennis D Brown Date 08/14/06  
DENNIS D BROWN

X \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_\_

#### Notice to Cosigner

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

#### Signatures

By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement on today's date.

Cosigners. See Notice to Cosigner above before signing.

X Dennis D Brown  
DENNIS D BROWN

X \_\_\_\_\_

X \_\_\_\_\_

(Optional)  
Signed Kristi J. Johnson For Lender  
Title KRISTI J. JOHNSON  
ASST VICE PRESIDENT

HOMEOWNER'S NAME(S): Dennis D. Brown  
MAILING ADDRESS: 318 Ogden Ave.  
Clearfield, PA 16830  
ORIGINAL LENDER: Clearfield Bank & Trust Company  
CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company  
DATE: October 3, 2007

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

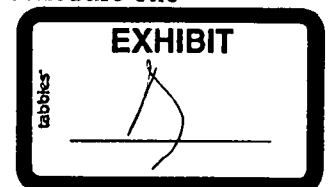
**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.



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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Residence, 318 Ogden Ave., Clearfield, PA 16830

**IS SERIOUSLY IN DEFAULT because:**

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments due from August, September @ \$562.64 = \$1,125.28

Late or Other Charges (explain/itemize): \$20.00

**TOTAL AMOUNT PAST DUE: \$1,145.28**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A



**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,145.28, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

**IF YOU DO NOT CURE THE DEFAULT** --- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** --- The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If your have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by **paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately 4 months from the date of this Notice**. A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

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

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

ACH DEPOSIT  
\$1000

PLACE STICKER TO THE RIGHT OF THE RETURNED LINE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Dennis D. Brown  
318 Ogden Ave.  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☒ X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?

If YES, enter delivery address below:

☐ Yes  
☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

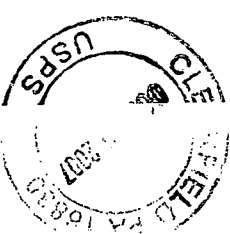
2. Article Number  
(Transfer from service label)

7006 3450 0003 9552 3004

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

Service # 1 of 1 Services

Sheriff Docket # **103792**

CLEARFIELD BANK & TRUST COMPANY

Case # 08-296-CD

vs.

DENNIS D. BROWN

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

NOW June 23, 2008 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO DENNIS D. BROWN, DEFENDANT. 318 OGDEN AVE., CLEARFIELD "VACANT".

SERVED BY: /

**Return Costs**

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	BCCZ	2291	10.00
SHERIFF HAWKINS	BCCZ	2291	16.41

**FILED**

JUN 23 2008

6/23/08

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

DENNIS D. BROWN

Defendant

No. 08-296-CD

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

**NOTICE TO DEFEND**

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

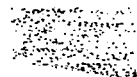
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

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

FEB 20 2008

Attest.



William L. Brown  
Prothonotary/  
Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

DENNIS D. BROWN

Defendant

No.

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

**COMPLAINT**

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

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

2. The Defendant is DENNIS D. BROWN, with a mailing address and property address of 318 Ogden Avenue, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated August 14, 2006, in the principal amount of \$57,113.41. A copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200615104 on September 7, 2006.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$57,113.41 as set forth in Promissory Note dated August 14, 2006.. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated October 3, 2007, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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



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


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

(a)	Principal Balance	\$ 55,894.59
(b)	Interest per diem of 13.01654 from 8/18/07 to 1/25/08	\$ 2,486.17
(c)	Late Charges	\$ 100.00
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	\$ 2,794.73
	<b>FINAL TOTAL</b>	<b>\$ 61,303.99</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$61,303.99** plus interest at **8.5%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.



Date: 1-28-08


---

Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

By:   
Louis Cynkar, Vice President  
Lending Division Manager

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

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

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

**\*RETURN DOCUMENT TO:**  
FIRST AMERICAN

Instrument Number - 200615104

Recorded On 9/7/2006 At 10:41:09 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 7

Invoice Number - 154680

\* Mortgagor - BROWN, DENNIS D

\* Mortgagee - CLEARFIELD BANK AND TRUST CO

\* Customer - FIRST AMERICAN

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$17.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$32.50

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this

EXHIBIT

tabbles

First American Lenders Advantage  
1100 Superior Avenue Suite 200  
Cleveland, Ohio 44114  
Voice: 216/241-1278

---

## RECORDINGS SCAN SHEET

---

5345.0 Clearfield Bank & Trust Company

ORDER: 10142700    SEQ: 001    DOCUMENT: MTG    SIDES: 7

DENNIS D. BROWN  
318 OGDEN AVENUE  
CLEARFIELD PA 16830

**10142700\$001\$MTG\$7**



Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## MORTGAGE

101412700

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is AUGUST 14, 2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

\*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The property is located in CLEARFIELD at CLEARFIELD BOROUGH  
(County)

318 OGDEN AVE CLEARFIELD, Pennsylvania 16830  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 57,113.41. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Note Dated AUGUST 14, 2006 In The Amount Of \$57,113.41

With a Maturity Date Of AUGUST 18, 2021

Said Loan In The Name(s) Of DENNIS D BROWN

shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.

**13. EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.

**14. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.

**15. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.

**16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

**17. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

**Lender**

CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

**Owner**

DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

**HOEPA Rider**

This HOEPA Rider, dated 08/14/06, is incorporated into and amends the mortgage, deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described in the Security Instrument and located at: 318 OGDEN AVENUE CLEARFIELD PA 16830 [Property Address].

**Default.** The Default section of the Security Instrument is amended to read as follows:

**DEFAULT.** The Mortgagor or Grantor will be in default if any of the following occur:

- (a) Payments. Any party obligated on the note fails to make a payment when due.
- (b) Property. Any action or inaction by the Mortgagor or Grantor adversely affects the Property or Lender's rights in the Property.
- (c) Fraud. The Borrower or the Mortgagor or Grantor engages in fraud or material misrepresentation in connection with this transaction.

☒ **Secured Debt.** The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Section 32 of Regulation Z, should the annual percentage rate or fees of that other debt meet the threshold for coverage under Section 32.

**Signatures.** The Undersigned agree to the terms contained in this Rider.

  
DENNIS D BROWN

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200200980

RECORDED ON

Jan 17, 2002

1:55:40 PM

Total Pages: 5

RECORDING FEES - \$15.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER

IMPROVEMENT FUND \$1.00

STATE MITT TAX \$0.50

TOTAL \$17.50

CUSTOMER

PERITZ, CHRIS

AFFIDAVIT No. 35041

D E E D

THIS INDENTURE made the 15<sup>TH</sup> day of January, 2002

BETWEEN DENNIS D. BROWN, a single individual, of 318 Ogden Avenue, Clearfield, Pennsylvania 16830, Executor of the will of CARL DUANE BROWN, 318 Ogden Avenue Box 181, Clearfield, Clearfield County, Pennsylvania, Grantor, party of the first part,

WHEREAS Carl Duane Brown died on the twenty-third day of January 1996, leaving a will dated the sixth day of July, 1984 and probated in the Office of the Register of Wills, Clearfield County, Pennsylvania, naming Dennis D. Brown, Executor,

A N D

DENNIS D. BROWN, an adult individual of 318 Ogden Avenue, Clearfield, Pennsylvania, Grantee, party of the second part,

WITNESSETH, that DENNIS D. BROWN, Executor, said party of the first part, IN CONSIDERATION OF THE SUM OF FORTY THOUSAND AND 00/100 (\$40,000.00) \*\*\*\*\* DOLLAR to him now paid by the party of the second part, does grant, bargain, sell and convey unto the party of the second part, his heirs, executors and assigns,

SEE ATTACHED DESCRIPTION

With the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said party of the second part, his heirs,

EXHIBIT

tabbles

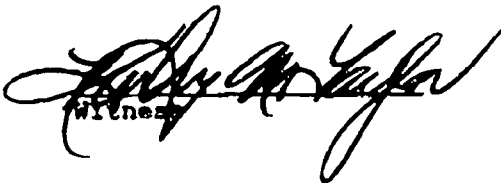
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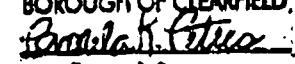
executors and assigns forever, AND the said party of the first part for himself, his heirs, executors, and administrators covenant with the said party of the second part, his heirs, executors and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED IN THIS INSTRUMENT. [This notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any]

WITNESS the hand and seal of the said party of the first part.

  
Witness

  
Dennis D. Brown  
Executor for the Estate  
of Carl Duane Brown

THIS DEED REGISTERED WITH  
BOROUGH OF CLEARFIELD  
  
Borough Secretary

STATE OF PENNSYLVANIA

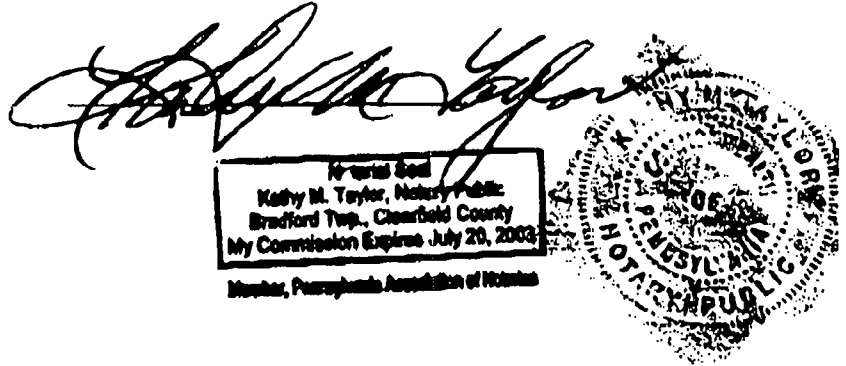
SS

COUNTY OF CLEARFIELD

On this 15th day of January, 2002,  
before me the undersigned officer, personally appeared **DEWID D.  
BROWN**, known to me (or satisfactorily proven to be) the person  
whose name is subscribed to the within instrument and  
acknowledged that he executed the same for the purposes therein  
contained.

IN WITNESS THEREOF, I herein set my hand and official  
seal.

My commission expires:



ALL that certain piece or parcel of ground located in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Ogden Avenue corner of lots No. 19 and 20; thence by said Ogden Avenue fifty (50) feet to corner of lot 21; thence along the line of lot No. 21 One Hundred and seventy-two (172) feet to an alley; thence along said alley fifty (50) feet to a corner of lot No. 19; thence along line of lot No. 19, One Hundred and seventy-two (172) feet to a post corner on Ogden Avenue and place of beginning. Being lot No. 20 located in Block "A" in the Betts Addition to the Borough of Clearfield.

BEING the same property conveyed to Carl D. Brown and Jean A. Brown, his wife, by deed dated May 24, 1972 from Wendell H. Musser and Irene M. Musser, his wife, and recorded in Clearfield County Deed Book 595, page 169. Jean A. Brown predeceased her husband, Carl D. Brown, in 1982.

Property Assessment # 4.2-K8-224-33

## CERTIFICATE OF RESIDENCE

I, Chris A. Pevz, do hereby certify that the precise residence of the Grantee(s) is as follows:

318 Ogden Ave.  
Clearfield, PA.  
16830

Date:

1-17-02

Attorney for Grantee(s)

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 SECTION 1.



RECORDED in the office for Recording of Deed, etc., in  
and for the said County, in \_\_\_\_\_.  
WITNESS my hand and Official Seal this \_\_\_\_ day of  
\_\_\_\_\_, 199\_\_.

CERTIFICATE OF RESIDENCE

I, Chris A. Pertz, do hereby certify that the precise residence of the Grantee(s) is as follows:

318 Ogden Ave.  
Clearfield, PA.  
16830

Date:

1-17-02



Attorney for Grantee(s)

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS,ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 SECTION 1.



RECORDED in the office for Recording of Deed, etc., in  
and for the said County, in \_\_\_\_\_.

WITNESS my hand and Official Seal this \_\_\_\_ day of  
\_\_\_\_\_, 199\_\_.

# NOTE, Disclosure, and Security Agreement

Lender

CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

Borrower

DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

Loan Number 1052241  
Loan Date 08/14/06  
Maturity Date 08/18/21  
Loan Amount 57,113.41  
Renewal of

☐ Refer to the attached addendum for additional Borrowers and their signatures.

## Truth-in-Lending Disclosures

<b>Annual Percentage Rate</b> The cost of my credit as a yearly rate. 8.5319 %	<b>Finance Charge</b> The dollar amount the credit will cost me. \$ 44,248.08	<b>Amount Financed</b> The amount of credit provided to me or on my behalf. \$ 57,028.41	<b>Total of Payments</b> The amount I will have paid when I have made all scheduled payments. \$101,276.49
--	---	--	--

**My Payment Schedule Will Be:**

Payments	Amount of Payments	When Payments Are Due
179	\$ 562.64	Monthly Beginning - 09/18/06
1	\$ 563.93	AUGUST 18, 2021
\$		
\$		

"e" means an estimate.

**Demand.** ☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

**Prepayment.** If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.

☒ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

☒ **Late Charge.** If a payment is late (more than 15 days after due) I will be charged 5.00% of the Past Due Payment Amount subject to a \$20.00 Maximum

**Security.** I am giving a security interest in:

☐ the goods or property being purchased.

☐ collateral securing other loans with you may also secure this loan.

☒ (brief description of other property) 318 OGDEN AVENUE CLEARFIELD PA 16830

**Filing Fees.** \$ 32.50

**Non-filing Insurance.** \$

☐ **Required Deposit.** The annual percentage rate does not take into account my required deposit.

☒ **Assumption.** Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

**Contract Documents.** I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## Promissory Note

**Promise to Pay.** For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$ 57,113.41 plus interest from AUGUST 18, 2006 at the rate of 8.50 % per year until AUGUST 18, 2021.

Interest accrues on a Actual/365 basis. I agree to pay late charges in accordance with the provisions shown in the Truth-in-Lending Disclosures. The purpose of this loan is FOR CREDIT CARDS AND PROPERTY TAXES

**Payment.** I will pay this note as follows:

☐ Other Terms.

## Itemization of Amount Financed

Amount given to me directly \$

Amount paid on my (loan) account \$

Amount paid to others on my behalf (You may retain or receive a portion of these amounts.) \$

To insurance companies \$

To public officials \$

SEE SEPARATE HUD SETTLEMENT STATEMENT \$

(less) Prepaid Finance Charge(s) \$

Amount Financed \$

## Security Agreement

**Security.** To secure the obligations of this Loan Agreement, I give you a security interest in the Property described below:  
318 OGDEN AVENUE CLEARFIELD PA 16830

**Post-Maturity Interest.** Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

☐ Interest will accrue at the rate of % per year on the balance of this note not paid at maturity, including maturity by acceleration.

☒ **Additional Finance Charge.** I also agree to pay a nonrefundable fee of \$85.00, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term. ☒ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ **Minimum Finance Charge.** I agree to pay a minimum finance charge of \$ if I pay this note off before you have earned that much in finance charges.

☐ **Returned Payment Fee.** I agree to pay a service charge of \$ for each payment (check or automatic payment) returned unpaid.

☐ **All Debts.** The Property will also serve as collateral for all present and future debts.

☐ **Other Security.** This Loan Agreement is secured by

EXHIBIT

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## Additional Terms of the Promissory Note

**Definitions.** As used in this Loan Agreement, ☒ indicates terms that apply to this Loan Agreement. *Loan Agreement* refers to this Promissory Note, Security Agreement, and Truth in Lending Disclosures, and any extensions, renewals, modifications, and substitutions of this Loan Agreement. *Loan* refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes, and this Loan Agreement. *Security Agreement* refers to the security agreement contained within this Loan Agreement. *Secured Debts* refers to all sums advanced to you under the terms of the Loan Agreement, and all present and future debts (if the All Debts subsection refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this Loan Agreement. You and your refer to the Lender and its successors and assigns.

**Advance Procedure And Means.** You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon consummation of the loan and as you and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**Payments.** Unless otherwise provided in the Other Terms section, each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

**Interest.** Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number of days in a year. The interest rate and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this loan. If the amount collected is found to exceed the highest rate or charge allowed, you will refund an amount necessary to comply with the law.

**Post-Maturity Interest.** Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in this Loan Agreement. For purposes of this section, final maturity occurs on any of the following dates.

- If this Loan Agreement is payable on demand, on the date you make demand for payment.
- If this Loan Agreement is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
- On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**Prepayment.** I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**Commissions.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**Warranties and Representations.** I have the power and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or my property, or to which I am a party.

I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property is ahead of the claims of any other creditor. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

**Default.** Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur.

- I fail to make a payment when due.
- I fail to perform any condition or keep any promise of this or any agreement I have made with you.

**Remedies.** Subject to any limitations in the Real Estate or Residence Security section, after I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- Make all or any part of the amount owing by the terms of this Loan Agreement due.
- Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement.
- Make a claim for any and all insurance benefits or refunds that may be available on my default.
- Set off any amount due and payable under the terms of this Loan Agreement against my right to receive money from you, unless prohibited by law.
- Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement.
- Require me to gather the Property and make it available to you in a reasonable fashion (unless prohibited by law); keep or dispose of the Property as provided by law; apply the proceeds to your expenses of collection and enforcement and then to the Secured Debts; and, unless prohibited by law, and following any required notice of deficiency, hold me liable for any deficiency if what you receive from the sale does not satisfy the Secured Debts.

By choosing any one or more of these remedies you do not give up my right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**Real Estate or Residence Security.** If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a fault and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest, to the extent not prohibited by law and not contrary to the terms of a separate security instrument, by this Loan Agreement.

**Waivers.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surety, accommodation any Property securing this Loan Agreement.

**Collection Expenses and Attorneys' Fees.** On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**General Provisions.** This Loan Agreement is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. My name and address are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

Any provisions that appoint you as an agent are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property.

## Additional Terms of the Security Agreement

**Generally.** Property means any collateral described in this Loan Agreement in which I have an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property. Property includes all parts, accessories, repairs, replacements, improvements, and accretions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property.

If the All Debts subsection is checked, the Property also secures all present and future debts, even if this Loan Agreement is not referenced in the debt instrument, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. Nothing in this Loan Agreement is a commitment to make future loans or advances. This Loan Agreement will not secure any debt for which you fail to give any required notice of the right of rescission (i.e., right to cancel), or any debt for which a non-possessory, non-purchase money security interest is created in household goods in connection with a consumer loan, as those terms are defined by federal law governing unfair and deceptive credit practices.

**Purchase Money Security Interest.** If this is a purchase money loan (the loan proceeds are used to purchase the collateral), I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. The portion of the money security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Security Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion of the loan, if any, in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula.

**Waivers.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith. I waive all rights I have now or in the future to a homestead or personal property exemption in the Property.

**Assumptions.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property.

**Perfection of Security Interest.** I authorize you to file a financing statement covering the Property. I agree to comply with, facilitate, and otherwise assist you in connection with perfecting your security interest under the Uniform Commercial Code.

**Duties Toward Property.** I will protect the Property and your interest against any competing claim. Except as otherwise provided in this Loan Agreement, I will keep the Property in my possession at the address indicated in this Loan Agreement. I will keep the Property in good repair and use it only for personal, family, or household purposes. I will immediately inform you of any loss or damage to the Property. You have the right of reasonable access to inspect the Property.

I will keep books, records, and accounts about the Property and my assets in general, to which I will allow you reasonable access. I will pay all taxes and assessments levied or assessed against me or the Property. I will not sell, lease, license, or otherwise transfer or encumber the Property without your prior written consent. You do not authorize any sale or other disposition of the Property. Any sale or disposition you do not authorize will violate your rights. If I pledge the Property to you (deliver the Property into your, or your designated third party's possession or control), I will, upon receipt, deliver any proceeds and products of the Property to you. I will provide you with any notices, documents, financial statements, reports, and other information relating to the Property I receive as the owner of the Property.

**Insurance.** I agree to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Security Agreement. I may provide the required insurance through an existing policy of insurance that I own or control, or through a policy that I buy. I have free choice in the selection of an insurance company, subject to applicable law. I will maintain this insurance in the amounts you require and have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. If the insurance proceeds do not cover the amounts I owe you, I will pay the difference. You may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If you acquire the Property in damaged condition, my rights to any insurance policies and proceeds will pass to you to the extent of the Secured Debts. I will immediately notify you of cancellation or termination of insurance.

I am required to maintain insurance on the Property to protect your interest. If I fail to maintain the required insurance, or fail to provide you with evidence of insurance, I understand and agree to the following.

- You may (but are not required to) place insurance on the Property to protect your interest, which will not cover my equity in the Property.
- The insurance you provide may be written by a company other than one I would choose and may be written at a higher rate than I could obtain if I purchased the insurance.
- I will pay for the costs of any Property insurance you provide.

**Authority to Perform.** I authorize you to do anything you deem reasonably necessary to protect the Property and your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement, you are authorized, after providing me with any required notice and opportunity to perform, to perform the duties or cause them to be performed and add the costs of performance to the Secured Debts. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and taking any action to obtain or preserve the benefits and rights of the Property. Your authority to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Security Agreement. If you come into actual or constructive possession of the Property, you will preserve and protect the Property to the extent required by law. Your duty of care with respect to the Property will be satisfied if you exercise reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

#### Third Party Agreement

For the purposes of the provisions within this enclosure, I, me or my means the person signing below and you means the Lender identified in this Loan Agreement.

I agree to give you a security interest in the Property that is described in the Security Agreement section. I agree to the terms of this Loan Agreement, but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this Loan Agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower. I have received a completed copy of this Loan Agreement.

X \_\_\_\_\_

Attach FTC "Preservation of Consumer Claims and Defenses"  
Notice if Applicable.

#### Insurance

**Credit Insurance.** Credit life, credit accident and sickness (disability), and any other insurance coverage quoted below, are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). You are quoting below ONLY the coverages I have chosen to purchase.

Credit Life	Premium	\$ 3,559.66
<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	180 Months
Credit Disability	Premium	\$ 3,834.90
<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	120 Months
<input type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Premium	\$ _____
	Term	_____

**Signature.** My signature below means I want (only) the insurance coverage(s) quoted above. If "None" is checked, I have declined the coverage you offered.

X Dennis D Brown DOB 12/11/1957  
X \_\_\_\_\_ DOB \_\_\_\_\_  
X \_\_\_\_\_ DOB \_\_\_\_\_

☐ **Single Interest Insurance.** I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ N/A for \_\_\_\_\_ N/A of coverage.

☐ **Property Insurance.** I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ N/A for \_\_\_\_\_ N/A of coverage.

#### Federal Sale of Insurance Disclosure

Product refers to any insurance product or annuity I purchase from you. With regard to any Product I purchase from you, the following apply.

- The Product is not a deposit account or other obligation of any depository institution or any affiliate of any depository institution.
- The Product is not guaranteed or insured by any depository institution or any affiliate of any depository institution.
- The Product is not insured by the Federal Deposit Insurance Corporation (FDIC).
- The Product, except in the case of Federal Flood Insurance or Federal Crop Insurance, is not insured by any federal government agency.
- ☒ If this box is checked, there is investment risk associated with the Product, including the possible loss of value.

By signing, I acknowledge that I have received a copy of this disclosure on today's date. Unless these disclosures are provided electronically or I have purchased the Product by mail, I also acknowledge that you have provided these disclosures to me orally.

X Dennis D Brown Date 08/14/06  
DENNIS D BROWN

X \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_\_

#### Notice to Cosigner

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

#### Signatures

By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement on today's date.

Cosigners. See Notice to Cosigner above before signing.

X Dennis D Brown  
DENNIS D BROWN

X \_\_\_\_\_

X \_\_\_\_\_

(Optional)  
Signed Kristi J Johnson For Lender  
Title ASST VICE PRESIDENT



HOMEOWNER'S NAME(S): Dennis D. Brown  
  
MAILING ADDRESS: 318 Ogden Ave.  
  
ORIGINAL LENDER: Clearfield, PA 16830  
CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company  
Clearfield Bank & Trust Company  
DATE: October 3, 2007

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

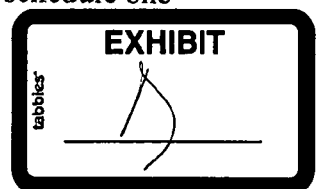
**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.



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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Residence, 318 Ogden Ave., Clearfield, PA 16830

**IS SERIOUSLY IN DEFAULT because:**

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments due from August, September @ \$562.64 = \$1,125.28

Late or Other Charges (explain/itemize): \$20.00

**TOTAL AMOUNT PAST DUE: \$1,145.28**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,145.28, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

**IF YOU DO NOT CURE THE DEFAULT** --- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** --- The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 **months from the date of this Notice.** A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## ACT 91 NOTICE

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

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

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

This Notice explains how the program works.

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

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

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

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



CLEARFIELD BANK  
&  
TRUST COMPANY

11 N. Second  
PO Box 171  
Clearfield, PA

Address Servi

UNCLAIMED

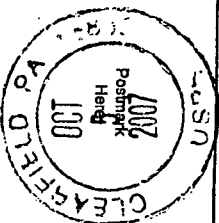
7006 3450 0003 9552 3004

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

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

**OFFICIAL USE**

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



Sent to Dennis D. Brown

Street, Apt. No.: 318 Ogden Ave.

City, State, ZIP+4 Clearfield, PA 16830

PS Form 3800 August 2005

See Reverse for Instructions

BC: 16830001717

IN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

\*1173-15842-05-39

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

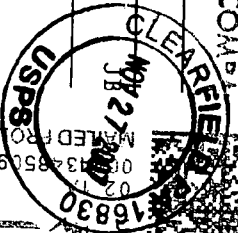
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

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

One piece of ordinary mail addressed to:

Dennis D. Brown  
318 Ogden Ave.  
Clearfield, PA 16830



\$01.00  
PRINTED FROM ZIP CODE 16830

02 1A  
0004348509  
CCT 05  
\$05  
PRINTED FROM ZIP CODE





ACH DEPOSIT  
\$100.00

POSTAGE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Dennis D. Brown  
318 Ogden Ave.  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☒ X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes

☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7006 3450 0003 9552 3004

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

PLACE STICKER AT TOP OF ENVELOPE OR TOP OF RETURN ADDRESS



COPY

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

DENNIS D. BROWN

Defendant

No.

08-296-CD

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

**NOTICE TO DEFEND**

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

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

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

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

FEB 20 2008

Attest.

*William L. Shaw*  
Prothonotary/  
Clerk of Courts

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

DENNIS D. BROWN

Defendant

No.

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

**COMPLAINT**

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

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

2. The Defendant is DENNIS D. BROWN, with a mailing address and property address of 318 Ogden Avenue, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated August 14, 2006, in the principal amount of \$57,113.41. A copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200615104 on September 7, 2006.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$57,113.41 as set forth in Promissory Note dated August 14, 2006.. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated October 3, 2007, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

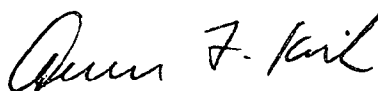
10. The amounts due and owing under the terms of the said Mortgage are as follows:

(a)	Principal Balance	\$ 55,894.59
(b)	Interest per diem of 13.01654 from 8/18/07 to 1/25/08	\$ 2,486.17
(c)	Late Charges	\$ 100.00
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	\$ 2,794.73
	<b>FINAL TOTAL</b>	<b>\$ 61,303.99</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$61,303.99** plus interest at **8.5%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.



Date: 1-28-08

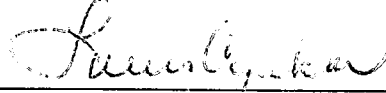
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Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

By:   
Louis Cynkar, Vice President  
Lending Division Manager

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

# CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy

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

**\*RETURN DOCUMENT TO:**  
FIRST AMERICAN

Instrument Number - 200615104

Recorded On 9/7/2006 At 10:41:09 AM

\* Instrument Type - MORTGAGE

\* Total Pages - 7

Invoice Number - 154680

\* Mortgagor - BROWN, DENNIS D

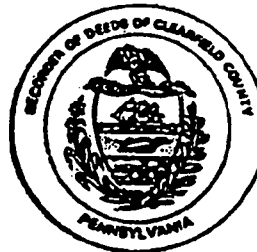
\* Mortgagee - CLEARFIELD BANK AND TRUST CO

\* Customer - FIRST AMERICAN

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES - RECORDER	\$17.00
RECORDER IMPROVEMENT FUND	\$3.00
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$32.50

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



*Karen L. Starck*

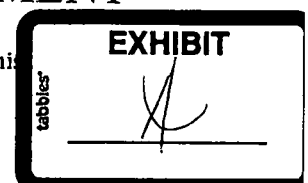
Karen L. Starck  
Recorder of Deeds

THIS IS A CERTIFICATION PAGE

## Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this



First American Lenders Advantage  
1100 Superior Avenue Suite 200  
Cleveland, Ohio 44114  
Voice: 216/241-1278

---

## RECORDINGS SCAN SHEET

---

5345.0 Clearfield Bank & Trust Company

ORDER: 10142700    SEQ: 001    DOCUMENT: MTG    SIDES: 7

DENNIS D. BROWN  
318 OGDEN AVENUE  
CLEARFIELD PA 16830

**10142700\$001\$MTG\$7**





Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## MORTGAGE

101412700

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is AUGUST 14, 2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

\*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The property is located in CLEARFIELD at CLEARFIELD BOROUGH  
(County)  
318 OGDEN AVE CLEARFIELD, Pennsylvania 16830  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 57,113.41. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Note Dated AUGUST 14, 2006 In The Amount Of \$57,113.41

With a Maturity Date Of AUGUST 18, 2021

Said Loan In The Name(s) Of DENNIS D BROWN

shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.

- 13. EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.
- 14. INSURANCE:** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.
- 15. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.
- 16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 17. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

**Lender**

CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

**Owner**

DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

**HOEPA Rider**

This HOEPA Rider, dated 08/14/06, is incorporated into and amends the mortgage, deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described in the Security Instrument and located at: 318 OGDEN AVENUE CLEARFIELD PA 16830 [Property Address].

**Default.** The Default section of the Security Instrument is amended to read as follows:

**DEFAULT.** The Mortgagor or Grantor will be in default if any of the following occur:

- (a) Payments. Any party obligated on the note fails to make a payment when due.
- (b) Property. Any action or inaction by the Mortgagor or Grantor adversely affects the Property or Lender's rights in the Property.
- (c) Fraud. The Borrower or the Mortgagor or Grantor engages in fraud or material misrepresentation in connection with this transaction.

☒ **Secured Debt.** The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Section 32 of Regulation Z, should the annual percentage rate or fees of that other debt meet the threshold for coverage under Section 32.

**Signatures.** The Undersigned agree to the terms contained in this Rider.

  
DENNIS D BROWN

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE STATE OF PENNSYLVANIA, COUNTY OF CLEARFIELD, WITH A STREET LOCATION ADDRESS OF 318 OGDEN AVE; CLEARFIELD, PA 16830-2142 CURRENTLY OWNED BY CARL D BROWN HAVING A TAX IDENTIFICATION NUMBER OF 0042-K08-224-00033-10170 AND FURTHER DESCRIBED AS H, G, SHED / L #20 BLOCK "A" .

0042-K08-224-00033-10170

318 OGDEN AVE; CLEARFIELD, PA 16830-2142

14536

29727248/f

 BROWN  
10142700

FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE



When recorded mail to:  
*FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120*

KAREN L. STARCH  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania

INSTRUMENT NUMBER  
200200980

RECORDED ON

JAN 17, 2002

1:55:40 PM

Total Pages: 5

RECORDING FEES - \$15.00

RECORDED

COUNTY IMPROVEMENT \$1.00

FUND

RECORDED \$1.00

IMPROVEMENT FUND

STATE MORT TAX \$0.50

TOTAL \$17.50

CUSTOMER

PENTZ, CHRIS

AFFIDAVIT No. 35041

D E E D

THIS INDENTURE made the 15<sup>TH</sup> day of January, 2002

BETWEEN DENNIS D. BROWN, a single individual, of 318 Ogden Avenue, Clearfield, Pennsylvania 16830, Executor of the will of CARL DUANE BROWN, 318 Ogden Avenue Box 181, Clearfield, Clearfield County, Pennsylvania, Grantor, party of the first part,

WHEREAS Carl Duane Brown died on the twenty-third day of January 1996, leaving a will dated the sixth day of July, 1984 and probated in the Office of the Register of Wills, Clearfield County, Pennsylvania, naming Dennis D. Brown, Executor,

A N D

DENNIS D. BROWN, an adult individual of 318 Ogden Avenue, Clearfield, Pennsylvania, Grantee, party of the second part,

WITNESSETH, that DENNIS D. BROWN, Executor, said party of the first part, IN CONSIDERATION OF THE SUM OF FORTY THOUSAND AND 00/100 (\$40,000.00) \*\*\*\*\* DOLLAR to him now paid by the party of the second part, does grant, bargain, sell and convey unto the party of the second part, his heirs, executors and assigns,

SEE ATTACHED DESCRIPTION

With the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said party of the second part, his heirs,

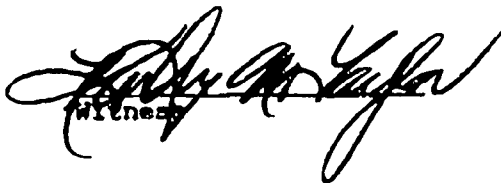
EXHIBIT


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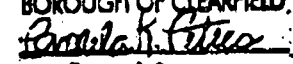
executors and assigns forever, AND the said party of the first part for himself, his heirs, executors, and administrators covenant with the said party of the second part, his heirs, executors and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED IN THIS INSTRUMENT. [This notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any]

WITNESS the hand and seal of the said party of the first part.

  
Witness

  
Dennis D. Brown  
Executor for the Estate  
of Carl Duane Brown

THIS DEED REGISTERED WITH  
BOROUGH OF CLEARFIELD.  
  
Borough Secretary

STATE OF PENNSYLVANIA

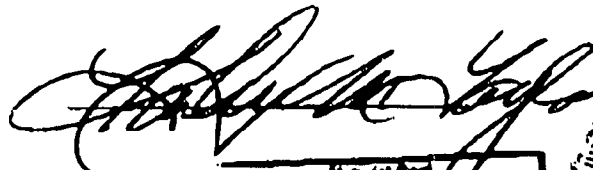
SS

COUNTY OF CLEARFIELD

On this 15th day of January, 2002,  
before me the undersigned officer, personally appeared **DEANID D.  
BROWN**, known to me (or satisfactorily proven to be) the person  
whose name is subscribed to the within instrument and  
acknowledged that he executed the same for the purposes therein  
contained.

IN WITNESS THEREOF, I herein set my hand and official  
seal.

My commission expires:



Kathy M. Taylor, Notary Public  
Bradford Twp., Clearfield County  
My Commission Expires July 20, 2003  
Member, Pennsylvania Association of Notaries



ALL that certain piece or parcel of ground located in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Ogden Avenue corner of lots No. 19 and 20; thence by said Ogden Avenue fifty (50) feet to corner of lot 21; thence along the line of lot No. 21 One Hundred and seventy-two (172) feet to an alley; thence along said alley fifty (50) feet to a corner of lot No. 19; thence along line of lot No. 19, One Hundred and seventy-two (172) feet to a post corner on Ogden Avenue and place of beginning. Being lot No. 20 located in Block "A" in the Betts Addition to the Borough of Clearfield.

BEING the same property conveyed to Carl D. Brown and Jean A. Brown, his wife, by deed dated May 24, 1972 from Wendell H. Musser and Irene M. Musser, his wife, and recorded in Clearfield County Deed Book 595, page 169. Jean A. Brown predeceased her husband, Carl D. Brown, in 1982.

Property Assessment # 4.2-K8-224-33

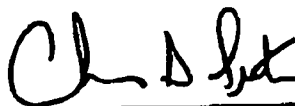


## CERTIFICATE OF RESIDENCE

I, Chris A. Pertz, do hereby certify that the precise residence of the Grantee(s) is as follows:

318 Ogden Ave.  
Clearfield, PA.  
16830

Date:

1-17-02

Attorney for Grantee(s)

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 SECTION 1.



RECORDED in the office for Recording of Deed, etc., in  
and for the said County, in \_\_\_\_\_.  
WITNESS my hand and Official Seal this \_\_\_\_ day of  
\_\_\_\_\_, 199\_\_.

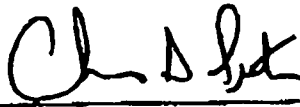
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16830

Date:

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and for the said County, in \_\_\_\_\_.

WITNESS my hand and Official Seal this \_\_\_\_ day of  
\_\_\_\_\_, 199\_\_.

# Note, Disclosure, and Security Agreement

## Lender

CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

## Borrower

DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

Loan Number 1052241  
Loan Date 08/14/06  
Maturity Date 08/18/21  
Loan Amount 57,113.41  
Renewal of

☐ Refer to the attached addendum for additional Borrowers and their signatures.

## Truth-in-Lending Disclosures

<b>Annual Percentage Rate</b> The cost of my credit as a yearly rate. 8.5319 %	<b>Finance Charge</b> The dollar amount the credit will cost me. \$ 44,248.08	<b>Amount Financed</b> The amount of credit provided to me or on my behalf. \$ 57,028.41	<b>Total of Payments</b> The amount I will have paid when I have made all scheduled payments. \$101,276.49
--	---	--	--

My Payment Schedule Will Be:  
Payments Amount of Payments When Payments Are Due "e" means an estimate.  
179 \$ 562.64 Monthly Beginning - 09/18/06  
1 \$ 562.93 AUGUST 18, 2021  
\$  
\$

Demand. ☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.  
Prepayment. If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.  
☒ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.  
☒ Late Charge. If a payment is late (more than 15 days after due) I will be charged 5.00% of the Past Due Payment Amount subject to a \$20.00 Maximum  
Security. I am giving a security interest in:  
☐ the goods or property being purchased.  
☐ collateral securing other loans with you may also secure this loan.  
☒ (brief description of other property) 318 OGDEN AVENUE CLEARFIELD PA 16830  
Filing Fees. \$ 32.50  
Non-filing Insurance. \$  
☐ Required Deposit. The annual percentage rate does not take into account my required deposit.  
☒ Assumption. Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.  
Contract Documents. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## Promissory Note

Promise to Pay. For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$ 57,113.41 plus interest from AUGUST 18, 2006 at the rate of 8.50 % per year until AUGUST 18, 2021.

Interest accrues on a Actual/365 basis. I agree to pay late charges in accordance with the provisions shown in the Truth-in-Lending Disclosures. The purpose of this loan is

FOR CB&T 3 CREDIT CARDS AND PROPERTY TAXES

Payment. I will pay this note as follows:

☐ Interest due

Principal due

☒ This note has 180 payments. The first payment will be in the amount of \$ 562.64 and will be due 09/18/06. A payment of \$ 562.64 will be due on the 18th day of each Month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 08/18/21.

Post-Maturity Interest. Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

☐ Interest will accrue at the rate of % per year on the balance of this note not paid at maturity, including maturity by acceleration.

☒ Additional Finance Charge. I also agree to pay a nonrefundable fee of \$85.00, and it will be paid in cash. ☐ paid pro rata over the loan term. ☒ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ Minimum Finance Charge. I agree to pay a minimum finance charge of \$ if I pay this note off before you have earned that much in finance charges.

☐ Returned Payment Fee. I agree to pay a service charge of \$ for each payment (check or automatic payment) returned unpaid.

☐ Other Terms.

## Itemization of Amount Financed

Amount given to me directly \$  
Amount paid on my (loan) account \$  
Amount paid to others on my behalf (You may retain or receive a portion of these amounts.) \$  
To insurance companies \$  
To public officials \$  
SEE SEPARATE HUD SETTLEMENT STATEMENT \$  
(less) Prepaid Finance Charge(s) \$  
Amount Financed \$

## Security Agreement

Security. To secure the obligations of this Loan Agreement, I give you a security interest in the Property described below:  
318 OGDEN AVENUE CLEARFIELD PA 16830

☐ All Debts. The Property will also serve as collateral for all present and future debts.

☐ Other Security. This Loan Agreement is secured by

EXHIBIT

tabbles

## Additional Terms of the Promissory Note

**Definitions.** As used in this Loan Agreement, ☒ indicates terms that apply to this Loan Agreement. *Loan Agreement* refers to this Promissory Note, Security Agreement, and Truth in Lending Disclosures, and any extensions, renewals, modifications, and substitutions of this Loan Agreement. *Loan* refers to all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes, and this Loan Agreement. *Security Agreement* refers to the security agreement contained within this Loan Agreement. *Secured Debts* refers to all sums advanced to you under the terms of the Loan Agreement, and all present and future debts (if the All Debts subsection of the Security Agreement has been checked). The pronouns *I*, *me* and *my* refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this Loan Agreement. *You* and *your* refer to the Lender and its successors and assigns.

**Advance Procedure And Means.** You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon consummation of the loan and as you and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**Payments.** Unless otherwise provided in the Other Terms section, each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

**Interest.** Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number of days in a year. The interest rate and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this loan. If the amount collected is found to exceed the highest rate or charge allowed, you will refund an amount necessary to comply with the law.

**Post-Maturity Interest.** Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in this Loan Agreement. For purposes of this section, final maturity occurs on any of the following dates.

- If this Loan Agreement is payable on demand, on the date you make demand for payment.
- If this Loan Agreement is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
- On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**Prepayment.** I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**Commissions.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**Warranties and Representations.** I have the power and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or my property, or to which I am a party.

I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property is ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

**Default.** Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur.

- I fail to make a payment when due.
- I fail to perform any condition or keep any promise of this or any agreement I have made with you.

**Remedies.** Subject to any limitations in the Real Estate or Residence Security section, after I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- Make all or any part of the amount owing by the terms of this Loan Agreement due.
- Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement.
- Make a claim for any and all insurance benefits or refunds that may be available on my default.
- Set off any amount due and payable under the terms of this Loan Agreement against my right to receive money from you, unless prohibited by law.
- Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement.
- Require me to gather the Property and make it available to you in a reasonable fashion (unless prohibited by law); keep or dispose of the Property as provided by law; apply the proceeds to your expenses of collection and enforcement and then to the Secured Debts; and, unless prohibited by law, and following any required notice of deficiency, hold me liable for any deficiency if what you receive from the sale does not satisfy the Secured Debts.

By choosing any one or more of these remedies you do not give up our right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**Real Estate or Residence Security.** If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a fault and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest, to the extent not prohibited by law and not contrary to the terms of a separate security instrument, by this Loan Agreement.

**Waivers.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surety, accommodation maker, or any other cosigner. You may release, substitute, or impair any Property securing this Loan Agreement.

**Collection Expenses and Attorneys' Fees.** On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**General Provisions.** This Loan Agreement is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. My name and address are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

Any provisions that appoint you as an agent are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property.

## Additional Terms of the Security Agreement

**Generally.** *Property* means any collateral described in this Loan Agreement in which I have an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property. *Property* includes all parts, accessories, repairs, replacements, improvements, and accretions to the Property; any original evidence of title or ownership; and all obligations that support the payment or performance of the Property.

If the All Debts subsection is checked, the Property also secures all present and future debts, even if this Loan Agreement is not referenced in the debt instrument, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. Nothing in this Loan Agreement is a commitment to make future loans or advances. This Loan Agreement will not secure any debt for which you fail to give any required notice of the right of rescission (i.e., right to cancel), or any debt for which a non-possessory, non-purchase money security interest is created in household goods in connection with a consumer loan, as those terms are defined by federal law governing unfair and deceptive credit practices.

**Purchase Money Security Interest.** If this is a purchase money loan (the loan proceeds are used to purchase the collateral), I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. The portion of the Property purchased with loan proceeds will remain subject to your purchase money security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Security Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion of the loan, if any, in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula.

**Waivers.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith. I waive all rights I have now or in the future to a homestead or personal property exemption in the Property.

**Assumptions.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property.

**Perfection of Security Interest.** I authorize you to file a financing statement covering the Property. I agree to comply with, facilitate, and otherwise assist you in connection with perfecting your security interest under the Uniform Commercial Code.

**Duties Toward Property.** I will protect the Property and your interest against any competing claim. Except as otherwise provided in this Loan Agreement, I will keep the Property in my possession at the address indicated in this Loan Agreement. I will keep the Property in good repair and use it only for personal, family, or household purposes. I will immediately inform you of any loss or damage to the Property. You have the right of reasonable access to inspect the Property.

I will keep books, records, and accounts about the Property and my assets in general, to which I will allow you reasonable access. I will pay all taxes and assessments levied or assessed against me or the Property. I will not sell, lease, license, or otherwise transfer or encumber the Property without your prior written consent. You do not authorize any sale or other disposition of the Property. Any sale or disposition you do not authorize will violate your rights.

If I pledge the Property to you (deliver the Property into your, or your designated third party's possession or control), I will, upon receipt, deliver any proceeds and products of the Property to you. I will provide you with any notices, documents, financial statements, reports, and other information relating to the Property I receive as the owner of the Property.

**Insurance.** I agree to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Security Agreement. I may provide the required insurance through an existing policy of insurance that I own or control, or through a policy that I buy. I have free choice in the selection of an insurance company, subject to applicable law. I will maintain this insurance in the amounts you require and have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. If the insurance proceeds do not cover the amounts I owe you, I will pay the difference. You may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If you acquire the Property in damaged condition, my rights to any insurance policies and proceeds will pass to you to the extent of the Secured Debts. I will immediately notify you of cancellation or termination of insurance.

I am required to maintain insurance on the Property to protect your interest. If I fail to maintain the required insurance, or fail to provide you with evidence of insurance, I understand and agree to the following.

- You may (but are not required to) place insurance on the Property to protect your interest, which will not cover my equity in the Property.
- The insurance you provide may be written by a company other than one I would choose and may be written at a higher rate than I could obtain if I purchased the insurance.
- I will pay for the costs of any Property insurance you provide.

**Authority to Perform.** I authorize you to do anything you deem reasonably necessary to protect the Property and your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement, you are authorized, after providing me with any required notice and opportunity to perform, to perform the duties or cause them to be performed and add the costs of performance to the Secured Debts. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and taking any action to obtain or preserve the benefits and rights of the Property. Your authority to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Security Agreement. If you come into actual or constructive possession of the Property, you will preserve and protect the Property to the extent required by law. Your duty of care with respect to the Property will be satisfied if you exercise reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

#### Third Party Agreement

For the purposes of the provisions within this enclosure, I, me or my means the person signing below and you means the Lender identified in this Loan Agreement. I agree to give you a security interest in the Property that is described in the Security Agreement section. I agree to the terms of this Loan Agreement, but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this Loan Agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower. I have received a completed copy of this Loan Agreement.

X \_\_\_\_\_

Attach FTC "Preservation of Consumer Claims and Defenses"  
Notice if Applicable.

#### Insurance

**Credit Insurance.** Credit life, credit accident and sickness (disability), and any other insurance coverage quoted below, are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). You are quoting below ONLY the coverages I have chosen to purchase.

<b>Credit Life</b>	Premium	\$ 3,559.66
<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	180 Months
<b>Credit Disability</b>	Premium	\$ 3,834.90
<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	120 Months
	Premium	\$ _____
<input type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	_____

**Signature.** My signature below means I want (only) the insurance coverage(s) quoted above. If "None" is checked, I have declined the coverage you offered.

X Dennis D Brown DOB 12/11/1957  
X \_\_\_\_\_ DOB \_\_\_\_\_  
X \_\_\_\_\_ DOB \_\_\_\_\_

☐ **Single Interest Insurance.** I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ N/A \_\_\_\_\_ of coverage.  
☐ **Property Insurance.** I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ N/A \_\_\_\_\_ for \_\_\_\_\_ N/A \_\_\_\_\_ of coverage.

#### Federal Sale of Insurance Disclosure

Product refers to any insurance product or annuity I purchase from you. With regard to any Product I purchase from you, the following apply.

- The Product is not a deposit account or other obligation of any depository institution or any affiliate of any depository institution.
- The Product is not guaranteed or insured by any depository institution or any affiliate of any depository institution.
- The Product is not insured by the Federal Deposit Insurance Corporation (FDIC).
- The Product, except in the case of Federal Flood Insurance or Federal Crop Insurance, is not insured by any federal government agency.

- ☒ If this box is checked, there is investment risk associated with the Product, including the possible loss of value.

By signing, I acknowledge that I have received a copy of this disclosure on today's date. Unless these disclosures are provided electronically or I have purchased the Product by mail, I also acknowledge that you have provided these disclosures to me orally.

X Dennis D Brown Date 03/14/06  
DENNIS D BROWN

X \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_\_

#### Notice to Cosigner

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

#### Signatures

By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement on today's date.

Cosigners. See Notice to Cosigner above before signing.

X Dennis D Brown  
DENNIS D BROWN

X \_\_\_\_\_

X \_\_\_\_\_

(Optional)  
Signed Kristi J Johnson For Lender  
Title ASST VICE PRESIDENT

HOMEOWNER'S NAME(S): Dennis D. Brown  
  
MAILING ADDRESS: 318 Ogden Ave.  
  
ORIGINAL LENDER: Clearfield, PA 16830  
CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company  
Clearfield Bank & Trust Company  
DATE: October 3, 2007

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

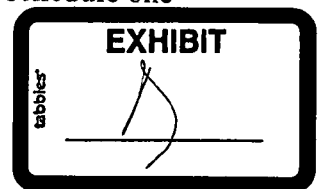
**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.



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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Residence, 318 Ogden Ave., Clearfield, PA 16830

**IS SERIOUSLY IN DEFAULT because:**

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments due from August, September @ \$562.64 = \$1,125.28

Late or Other Charges (explain/itemize): \$20.00

**TOTAL AMOUNT PAST DUE: \$1,145.28**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,145.28, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

**IF YOU DO NOT CURE THE DEFAULT** --- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** --- The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale.** You may do so by **paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage.** **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**



**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 **months from the date of this Notice.** A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

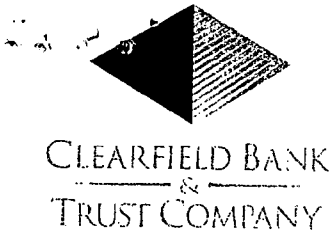
The SCRA contains many other protections besides those applicable to home loans.

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

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

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

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



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

## ACT 91 NOTICE

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

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

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

This Notice explains how the program works.

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

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

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

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



CLEARFIELD BANK  
&  
TRUST COMPANY

11 N. Second  
PO Box 171  
Clearfield, PA  
Address Servi

UNCLAIMED

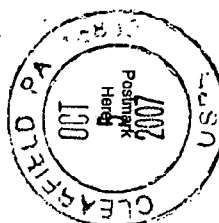
7006 3450 0003 9552 3004

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

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

**OFFICIAL USE**

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



Sent to: Dennis D. Brown

Street, Apt. No., or PO Box No.: 318 Ogden Ave.

City, State, ZIP+4: Clearfield, PA 16830

PS Form 3800, August 2006

See Reverse for Instructions

EC: 16830001717

\*1173-15842-05-39

UNABLE TO FORWARD  
UNCLAIMED  
TO SENDER

DC 1 OO 10/23/07

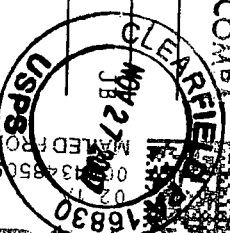
MAILED FROM ZIP CODE  
0004348509 OCT 05  
\$05  
UNITED STATES POSTAGE  
PRINTED IN THE U.S.

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

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

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

One piece of ordinary mail addressed to:  
Dennis D. Brown  
318 Ogden Ave.  
Clearfield, PA 16830



\$01.01  
NOV 27 2006  
UNITED STATES POSTAGE  
PRINTED IN THE U.S.

ACH DEPOSIT  
\$100.00

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Dennis D. Brown  
318 Ogden Ave.  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
☒ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7006 3450 0003 9552 3004

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 08-296-CD

Type of Pleading: Motion For  
Service Pursuant To Special Order  
Of Court

DENNIS D. BROWN

Defendant

Filed on Behalf of: Plaintiff

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

**MOTION FOR SERVICE PURSUANT  
TO SPECIAL ORDER OF COURT**

Plaintiff, by and through its attorneys, Babst, Calland, Clements and Zomnir, P.C., moves this Honorable Court for an order directing service of the Complaint in the above-captioned matter to the Defendant, DENNIS D. BROWN, by certified mail and first-class mail to his last known address.

1. The Complaint in Foreclosure in the above-captioned matter was filed by the Plaintiff on or about February 20, 2008, at the above-captioned term and number.

FILED <sup>2cc</sup>  
m112:5761  
APR 15 2008

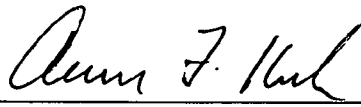
William A. Shaw  
Prothonotary/Clerk of Courts

2. Despite repeated attempts, the Sheriff of Clearfield County has been unable to locate and serve the Defendant, DENNIS D. BROWN, despite the fact that he is known to be alive and is believed to be evading service.

3. Pursuant to Pa.R.C.P. 430, Plaintiff and the Sheriff of Clearfield County have made a good effort to locate the Defendant and believe that he is residing at his last known property address and mailing address of 318 Ogden Avenue, Clearfield, Clearfield County, Pennsylvania 16830.

WHEREFORE, the Plaintiff respectfully requests this Honorable Court to enter an Order pursuant to Pa.R.C.P. 430 directing service of the Defendant, DENNIS D. BROWN, by certified mail and first-class regular mail to his last known address.

BABST, CALLAND, CLEMENTS, ZOMNIR, PC

By: 

Alan F. Kirk, Esquire

Pa. ID: 36893

Attorney for Plaintiff

328 Innovation Blvd., Suite 200

State College, PA 16803

Telephone: (814) 867-8055

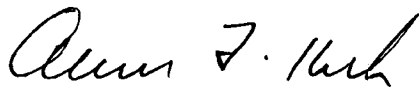
Facsimile: (814) 867-8051



**VERIFICATION**

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

BABST, CALLAND, CLEMENTS, ZOMNIR, PC

By:   
Alan F. Kirk, Esquire

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

CLEARFIELD BANK AND TRUST COMPANY,  
Plaintiff

vs.

DENNIS D. BROWN,  
Defendant

\*

\*

\*

\*

NO. 08-296-CD

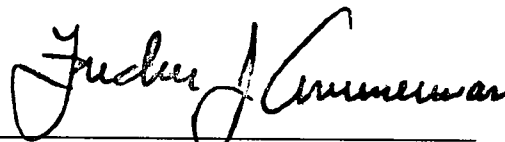
**ORDER**

NOW, this 16<sup>th</sup> day of April, 2008, the Plaintiff is granted leave to serve the  
Complaint in Mortgage Foreclosure upon the Defendant **DENNIS D. BROWN** by:

1. Publication one time in The Progress (Clearfield) and the Clearfield  
County Legal Journal;
2. By first class mail to 318 Ogden Avenue, Clearfield, PA 16830;
3. By certified mail, return receipt requested, to 318 Ogden Avenue,  
Clearfield, PA 16830; and
4. By posting the mortgaged premises known in this herein action as  
318 Ogden Avenue, Clearfield, PA 16830.

Service of the aforementioned publication and mailings is effective upon the  
date of publication and mailing and is to be done by Plaintiff's attorney, who will file  
Affidavits of Service with the Prothonotary of Clearfield County.

BY THE COURT,



FREDRIC J. AMMERMAN  
President Judge

**FILED**

APR 16 2008

William A. Shaw  
Prothonotary/Clerk of Courts

3cc  
Atty Kirk

(SR)

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs

DENNIS D. BROWN

Defendant

No. 08-296-CD

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

**NOTICE TO DEFEND**

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

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

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

April 15, 2008 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service. *William A. Shaw* GK  
Deputy Prothonotary

FILED *Any pd. 95.00*  
MAY 1 12 2008 *2cc Sheriff*  
William A. Shaw  
Prothonotary/Clerk of Courts *1cc Any*

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

vs.

DENNIS D. BROWN

Defendant

No.

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

**COMPLAINT**

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

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

2. The Defendant is DENNIS D. BROWN, with a mailing address and property address of 318 Ogden Avenue, Clearfield, Pennsylvania 16830.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated August 14, 2006, in the principal amount of \$57,113.41. A copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200615104 on September 7, 2006.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$57,113.41 as set forth in Promissory Note dated August 14, 2006.. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated October 3, 2007, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

(a)	Principal Balance	\$ 55,894.59
(b)	Interest per diem of 13.01654 from 8/18/07 to 1/25/08	\$ 2,486.17
(c)	Late Charges	\$ 100.00
(d)	Satisfaction Fee	\$ 28.50
(e)	Attorney Collection Fee	<u>\$ 2,794.73</u>
	<b>FINAL TOTAL</b>	<b>\$ 61,303.99</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$61,303.99** plus interest at **8.5%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.



Date: 1-28-08

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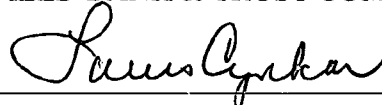
Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

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

CLEARFIELD BANK & TRUST COMPANY

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



Louis Cynkar, Vice President  
Lending Division Manager

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

**CLEARFIELD COUNTY  
RECORDER OF DEEDS**

**Karen L. Starck, Recorder  
Maurene Inlow - Chief Deputy**

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

**\*RETURN DOCUMENT TO:  
FIRST AMERICAN**

**Instrument Number - 200615104**

**Recorded On 9/7/2006 At 10:41:09 AM**

**\* Instrument Type - MORTGAGE**

**\* Total Pages - 7**

**Invoice Number - 154680**

**\* Mortgagor - BROWN, DENNIS D**

**\* Mortgagee - CLEARFIELD BANK AND TRUST CO**

**\* Customer - FIRST AMERICAN**

**\* FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$17.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL PAID	\$32.50

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



*Karen L. Starck*

**Karen L. Starck  
Recorder of Deeds**

**THIS IS A CERTIFICATION PAGE**

**Do Not Detach**

**THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT**

\* - Information denoted by an asterisk may change during the verification process and may not be reflected on this

**EXHIBIT**

tabbies



First American Lenders Advantage  
1100 Superior Avenue Suite 200  
Cleveland, Ohio 44114  
Voice: 216/241-1278

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## RECORDINGS SCAN SHEET

---

5345.0 Clearfield Bank & Trust Company

ORDER: 10142700    SEQ: 001    DOCUMENT: MTG    SIDES: 7

DENNIS D. BROWN  
318 OGDEN AVENUE  
CLEARFIELD PA 16830

**10142700\$001\$MTG\$7**



Commonwealth of Pennsylvania

Space Above This Line For Recording Data

## MORTGAGE

10142700

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is AUGUST 14, 2006 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

\*SEE EXHIBIT 'A' ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE

The property is located in CLEARFIELD at CLEARFIELD BOROUGH  
(County)  
318 OGDEN AVE CLEARFIELD, Pennsylvania 16830  
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 57,113.41. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

4. **SECURED DEBT.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)

Note Dated AUGUST 14, 2006 In The Amount Of \$57,113.41

With a Maturity Date Of AUGUST 18, 2021

Said Loan In The Name(s) Of DENNIS D BROWN

shall also constitute an event of default. Lender may accelerate the Secured Debt subject to any notice requirements of Lender to provide notice to Mortgagor as required by law. Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth.

- 13. EXPENSES; ADVANCES ON COVENANTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This Security Instrument shall remain in effect until released.
- 14. INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires and shall include a standard mortgage clause in favor of Lender. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld.
- 15. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. Any provision that appoints Lender as an agent is not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56; Decedents, Estates and Fiduciaries Code). Lender, by exercising any of its rights under this Security Instrument, does so for benefit of Lender. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular.
- 16. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 17. WAIVERS.** Except to the extent prohibited by law, Mortgagor waives any right to appraisal relating to the Property.

**Lender**

CLEARFIELD BANK & TRUST COMPANY  
204 BRIDGE STREET  
CLEARFIELD, PA 16830

**Owner**

DENNIS D BROWN  
318 OGDEN AVE  
CLEARFIELD PA 16830-2142

**HOEPA Rider**

This HOEPA Rider, dated 08/14/06, is incorporated into and amends the mortgage, deed of trust, or security deed (the Security Instrument) of the same date. The Security Instrument covers the Property described in the Security Instrument and located at: 318 OGDEN AVENUE CLEARFIELD PA 16830 [Property Address].

**Default.** The Default section of the Security Instrument is amended to read as follows:

**DEFAULT.** The Mortgagor or Grantor will be in default if any of the following occur:

- (a) Payments. Any party obligated on the note fails to make a payment when due.
- (b) Property. Any action or inaction by the Mortgagor or Grantor adversely affects the Property or Lender's rights in the Property.
- (c) Fraud. The Borrower or the Mortgagor or Grantor engages in fraud or material misrepresentation in connection with this transaction.

☒ **Secured Debt.** The Secured Debt and Future Advances (sometimes referred to as Secured Debts) section of the Security Instrument is amended to add the following sentence as the last sentence in the final paragraph:

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Section 32 of Regulation Z, should the annual percentage rate or fees of that other debt meet the threshold for coverage under Section 32.

**Signatures.** The Undersigned agree to the terms contained in this Rider.

  
DENNIS D BROWN

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

(Seal)

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PARCEL OF LAND SITUATED IN THE STATE OF PENNSYLVANIA, COUNTY OF CLEARFIELD, WITH A STREET LOCATION ADDRESS OF 318 OGDEN AVE; CLEARFIELD, PA 16830-2142 CURRENTLY OWNED BY CARL D BROWN HAVING A TAX IDENTIFICATION NUMBER OF 0042-K08-224-00033-10170 AND FURTHER DESCRIBED AS H, G, SHED / L #20 BLOCK "A" .

0042-K08-224-00033-10170

318 OGDEN AVE; CLEARFIELD, PA 16830-2142

14536

29727248/f

 BROWN  
10142700

FIRST AMERICAN LENDERS ADVANTAGE  
MORTGAGE



When recorded mail to:  
*FIRST AMERICAN TITLE INSURANCE  
LENDERS ADVANTAGE  
1100 SUPERIOR AVENUE, SUITE 200  
CLEVELAND, OHIO 44114  
ATTN: FT1120*

KAREN L. STARK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
PENNSYLVANIA

INSTRUMENT NUMBER  
200200980

RECORDED ON

Jan 17, 2002

1:55:40 PM

Total Fees: \$

RECORDING FEES - \$15.00

RECORDER

COUNTY IMPROVEMENT \$1.00

FUND

RECORDER IMPROVEMENT FUND \$1.00

STATE MORT TAX \$0.50

TOTAL \$17.50

CUSTOMER

PENITZ CURIS

D E E D

AFFIDAVIT No. 35041

THIS INDENTURE made the 15<sup>TH</sup> day of January, 2002

BETWEEN DENNIS D. BROWN, a single individual, of 318 Ogden Avenue, Clearfield, Pennsylvania 16830, Executor of the will of CARL DUANE BROWN, 318 Ogden Avenue Box 181, Clearfield, Clearfield County, Pennsylvania, Grantor, party of the first part,

WHEREAS Carl Duane Brown died on the twenty-third day of January 1996, leaving a will dated the sixth day of July, 1984 and probated in the Office of the Register of Wills, Clearfield County, Pennsylvania, naming Dennis D. Brown, Executor,

A N D

DENNIS D. BROWN, an adult individual of 318 Ogden Avenue, Clearfield, Pennsylvania, Grantee, party of the second part,

WITNESSETH, that DENNIS D. BROWN, Executor, said party of the first part, IN CONSIDERATION OF THE SUM OF FORTY THOUSAND AND 00/100 (\$40,000.00) \*\*\*\*\* DOLLAR to him now paid by the party of the second part, does grant, bargain, sell and convey unto the party of the second part, his heirs, executors and assigns,

SEE ATTACHED DESCRIPTION

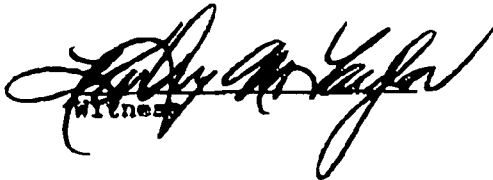
With the appurtenances: TO HAVE AND TO HOLD the same unto and for the use of the said party of the second part, his heirs,




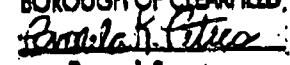
executors and assigns forever, AND the said party of the first part for himself, his heirs, executors, and administrators covenant with the said party of the second part, his heirs, executors and assigns against all lawful claimants SPECIALLY WARRANT the same and every part thereof to Warrant and Defend.

NOTICE - THIS DOCUMENT MAY NOT/DOES NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE/HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND, IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED IN THIS INSTRUMENT. [This notice is set forth in the manner provided in Section I of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any]

WITNESS the hand and seal of the said party of the first part.

  
Witness

  
Dennis D. Brown  
Executor for the Estate  
of Carl Duane Brown

THIS DEED REGISTERED WITH  
BOROUGH OF CLEARFIELD.  
  
Borough Secretary

STATE OF PENNSYLVANIA

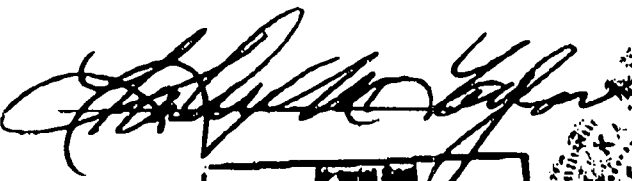
SS

COUNTY OF CLEARFIELD

On this 15th day of January, 2002,  
before me the undersigned officer, personally appeared **DAVID D.  
BROWN**, known to me (or satisfactorily proven to be) the person  
whose name is subscribed to the within instrument and  
acknowledged that he executed the same for the purposes therein  
contained.

IN WITNESS THEREOF, I herein set my hand and official  
seal.

My commission expires:

  
Kathy M. Taylor, Notary Public  
Bradford Twp., Clearfield County  
My Commission Expires July 20, 2003  
Member, Pennsylvania Association of Notaries





ALL that certain piece or parcel of ground located in Clearfield Borough, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on Ogden Avenue corner of lots No. 19 and 20; thence by said Ogden Avenue fifty (50) feet to corner of lot 21; thence along the line of lot No. 21 One Hundred and seventy-two (172) feet to an alley; thence along said alley fifty (50) feet to a corner of lot No. 19; thence along line of lot No. 19, One Hundred and seventy-two (172) feet to a post corner on Ogden Avenue and place of beginning. Being lot No. 20 located in Block "A" in the Betts Addition to the Borough of Clearfield.

BEING the same property conveyed to Carl D. Brown and Jean A. Brown, his wife, by deed dated May 24, 1972 from Wendell H. Musser and Irene M. Musser, his wife, and recorded in Clearfield County Deed Book 595, page 169. Jean A. Brown predeceased her husband, Carl D. Brown, in 1982.

Property Assessment # 4.2-K8-224-33

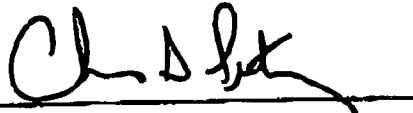
## CERTIFICATE OF RESIDENCE

I, Chris A. Pertz, do hereby certify that the precise residence of the Grantee(s) is as follows:


318 Ogden Ave.  
Clearfield, PA.  
16830

Date:

1-17-02

  
Attorney for Grantee(s)

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 974, NO. 156 SECTION 1.

  
\_\_\_\_\_  
Notary Public

RECORDED in the office for Recording of Deed, etc., in  
and for the said County, in \_\_\_\_\_.  
WITNESS my hand and Official Seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 199\_\_.

CERTIFICATE OF RESIDENCE

I, Chris A. Pertz, do hereby certify that the precise residence of the Grantee(s) is as follows:

318 Ogden Ave.  
Clearfield, Pa.  
16830

Date:

1-17-02



Attorney for Grantee(s)

NOTICE: THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE(S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS,ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS ACT OF 1966, AS AMENDED 1980, OCT. 10, P.L. 874, NO. 156 SECTION 1.

X 

RECORDED in the office for Recording of Deed, etc., in  
and for the said County, in \_\_\_\_\_.

WITNESS my hand and Official Seal this \_\_\_\_ day of  
\_\_\_\_\_, 199\_\_.

# **Note, Disclosure, and Security Agreement**

**Lender**  
**CLEARFIELD BANK & TRUST COMPANY**  
 204 BRIDGE STREET  
 CLEARFIELD, PA 16830

**Borrower**  
 DENNIS D BROWN  
 318 OGDEN AVE  
 CLEARFIELD PA 16830-2142

Loan Number 1052241  
 Loan Date 08/14/06  
 Maturity Date 08/18/21  
 Loan Amount 57,113.41  
 Renewal of \_\_\_\_\_

☐ Refer to the attached addendum for additional Borrowers and their signatures.

## **Truth-in-Lending Disclosures**

<b>Annual Percentage Rate</b> The cost of my credit as a yearly rate. 8.5319 %	<b>Finance Charge</b> The dollar amount the credit will cost me. \$ 44,248.08	<b>Amount Financed</b> The amount of credit provided to me or on my behalf. \$ 57,028.41	<b>Total of Payments</b> The amount I will have paid when I have made all scheduled payments. \$101,276.49
--	---	--	--

**My Payment Schedule Will Be:**

Payments	Amount of Payments	When Payments Are Due
179	\$ 562.64	Monthly Beginning - 09/18/06
1	\$ 563.93	AUGUST 18, 2021
	\$	
	\$	

"e" means an estimate.

**Demand.** ☐ This note has a demand feature. ☐ This note is payable on demand and all disclosures are based on an assumed maturity of one year.

**Prepayment.** If I pay off this note early, I ☐ may ☒ will not have to pay a minimum finance charge.

☒ If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.

☒ **Late Charge.** If a payment is late (more than 15 days after due) I will be charged 5.00% of the Past Due Payment Amount subject to a \$20.00 Maximum

**Security.** I am giving a security interest in:

☐ the goods or property being purchased.

☐ collateral securing other loans with you may also secure this loan.

☒ (brief description of other property) 318 OGDEN AVENUE CLEARFIELD PA 16830

**Filing Fees.** \$32.50

**Non-filing Insurance.** \$

☐ **Required Deposit.** The annual percentage rate does not take into account my required deposit.

☒ **Assumption.** Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.

**Contract Documents.** I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

## **Promissory Note**

**Promise to Pay.** For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$ 57,113.41, plus interest from AUGUST 18, 2006 at the rate of 8.50 % per year until AUGUST 18, 2021.

Interest accrues on a Actual/365 basis. I agree to pay late charges in accordance with the provisions shown in the Truth-in-Lending Disclosures. The purpose of this loan is FOR CB&T 3 CREDIT CARDS AND PROPERTY TAXES

**Payment.** I will pay this note as follows:

☐ Interest due

Principal due

☒ This note has 180 payments. The first payment will be in the amount of \$ 562.64 and will be due 09/18/06. A payment of \$ 562.64 will be due on the 18th day of each Month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 08/18/21.

**Post-Maturity Interest.** Interest will accrue after maturity on the unpaid balance of this note on the same basis as interest accrues before maturity, unless a specific post-maturity interest rate is agreed to in the next sentence.

☐ Interest will accrue at the rate of \_\_\_\_\_ % per year on the balance of this note not paid at maturity, including maturity by acceleration.

☒ **Additional Finance Charge.** I also agree to pay a nonrefundable fee of \$ 85.00, and it will be ☐ paid in cash. ☐ paid pro rata over the loan term. ☒ withheld from the proceeds. (If this fee is withheld from the proceeds, the amount is included in the principal sum.)

☐ **Minimum Finance Charge.** I agree to pay a minimum finance charge of \$ \_\_\_\_\_ if I pay this note off before you have earned that much in finance charges.

☐ **Returned Payment Fee.** I agree to pay a service charge of \$ \_\_\_\_\_ for each payment (check or automatic payment) returned unpaid.

☐ **Other Terms.**

## **Itemization of Amount Financed**

Amount given to me directly \$ \_\_\_\_\_

Amount paid on my (loan) account \$ \_\_\_\_\_

Amount paid to others on my behalf (You may retain or receive a portion of these amounts.) \$ \_\_\_\_\_

To insurance companies \$ \_\_\_\_\_

To public officials \$ \_\_\_\_\_

SEE SEPARATE \$ \_\_\_\_\_

HUD SETTLEMENT STATEMENT \$ \_\_\_\_\_

(less) Prepaid Finance Charge(s) \$ \_\_\_\_\_

Amount Financed \$ \_\_\_\_\_

## **Security Agreement**

**Security.** To secure the obligations of this Loan Agreement, I give you a security interest in the Property described below:  
 318 OGDEN AVENUE CLEARFIELD PA 16830

☐ **All Debts.** The Property will also serve as collateral for all present and future debts.

☐ **Other Security.** This Loan Agreement is secured by

**EXHIBIT**

tabbles

## Additional Terms of the Promissory Note

**Definitions.** As used in this Loan Agreement, ☒ indicates terms that apply to this Loan Agreement. *Loan Agreement* refers to this Promissory Note, Security Agreement, and Truth in Lending Disclosures, and any extensions, renewals, modifications, and substitutions of this Loan Agreement. *Loan* refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction, such as applications, security agreements, disclosures, or notes, and this Loan Agreement. *Security Agreement* refers to the security agreement contained within this Loan Agreement. *Secured Debts* refers to all sums advanced to you under the terms of the Loan Agreement, and all present and future debts (if the All Debts subsection of the Security Agreement has been checked). The pronouns *I*, *me* and *my* refer to each Borrower signing this Loan Agreement, individually and together with their heirs, successors and assigns, and each other person or legal entity (including guarantors, endorser, and sureties) who agrees to pay this Loan Agreement. *You and your* refer to the Lender and its successors and assigns.

**Advance Procedure And Means.** You will advance the loan proceeds by way of check, cash, wire transfer, credit to an account or any combination as you and I agree. The advance(s) will occur upon consummation of the loan and as you and I agree, except that no advance(s) will occur until after three business days from the date of consummation if the loan is rescindable pursuant to Regulation Z (12 C.F.R. § 226).

**Payments.** Unless otherwise provided in the Other Terms section, each payment I make on this Loan Agreement will be applied first to any charges I owe other than principal and interest, then to interest that is due, and finally to principal that is due. No late charge will be assessed on any payment when the only delinquency is due to late fees assessed on earlier payments and the payment is otherwise a full payment. The actual amount of my final payment will depend on my payment record.

**Interest.** Interest will accrue on the unpaid principal balance until paid in full. For interest calculation, the accrual method will determine the number of days in a year. The interest rate and other charges on this Loan Agreement will never exceed the highest rate or charge allowed by law for this loan. If you will refund an amount necessary to comply with the law.

**Post-Maturity Interest.** Interest will accrue on the principal balance remaining unpaid after final maturity at the rate specified in this Loan Agreement. For purposes of this section, final maturity occurs on any of the following dates.

- If this Loan Agreement is payable on demand, on the date you make demand for payment.
- If this Loan Agreement is payable on demand with alternate payment date(s), on the date you make demand for payment or on the final alternate payment date, whichever is earlier.
- On the date of the last scheduled payment of principal.
- On the date you accelerate the due date of this Loan Agreement (demand immediate payment).
- Upon the entry of judgment on this note and applies to amounts owed under this note or under any such judgment until paid in full.

**Prepayment.** I may prepay this Loan Agreement in whole or in part at any time. Any partial prepayment will not excuse any later scheduled payments until I pay in full.

**Commissions.** I understand and agree that you (or your affiliate) will earn commissions or fees on any insurance products, and may earn such fees on other services that I buy through you or your affiliate.

**Warranties and Representations.** I have the power and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or my property, or to which I am a party. I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property is ahead of the claims of any other creditor. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

**Default.** Subject to any limitations in the Real Estate or Residence Security section, I will be in default if any of the following occur.

- I fail to make a payment when due.
- I fail to perform any condition or keep any promise of this or any agreement I have made with you.

**Remedies.** Subject to any limitations in the Real Estate or Residence Security section, after I default, and after you give any legally required notice and opportunity to cure the default, you may at your option do any one or more of the following.

- Make all or any part of the amount owing by the terms of this Loan Agreement due.
- Use any and all remedies you have under state or federal law, or in any instrument securing this Loan Agreement.
- Make a claim for any and all insurance benefits or refunds that may be available on my default.
- Set off any amount due and payable under the terms of this Loan Agreement against my right to receive money from you, unless prohibited by law.
- Make amounts advanced on my behalf due and add those amounts to the balance owing under the terms of this Loan Agreement.
- Require me to gather the Property and make it available to you in a reasonable fashion (unless prohibited by law); keep or dispose of the Property as provided by law; apply the proceeds to your expenses of collection and enforcement and then to the Secured Debts; and, unless prohibited by law, and following any required notice of deficiency, hold me liable for any deficiency if what you receive from the sale does not satisfy the Secured Debts.

ly choosing any one or more of these remedies you do not give up our right to use any other remedy. You do not waive a default if you choose not to use a remedy. By electing not to use any remedy, you do not waive your right to later consider the event a default and to use any remedies if the default continues or occurs again.

**Real Estate or Residence Security.** If this Loan Agreement is secured by real estate or a residence that is personal property, the existence of a fault and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest, to the extent not prohibited by law and not contrary to the terms of a separate security instrument, by this Loan Agreement.

**Waivers.** To the extent not prohibited by law, I waive protest, presentment for payment, demand, notice of acceleration, notice of intent to accelerate, and notice of dishonor. You may renew or extend payments on this Loan Agreement, regardless of the number of such renewals or extensions. You may release any Borrower, endorser, guarantor, surety, accommodation maker, or any other cosigner. You may release, substitute, or impair any Property securing this Loan Agreement.

**Collection Expenses and Attorneys' Fees.** On or after Default, to the extent permitted by law, I agree to pay all reasonable expenses of collection, enforcement, or protection of your rights and remedies under this Loan Agreement. Expenses include, but are not limited to, attorneys' fees, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the rate provided in the terms of this Loan Agreement. All fees and expenses will be secured by the Property I have granted you, if any. To the extent permitted by the United States Bankruptcy Code, I agree to pay the reasonable attorneys' fees you incur to collect this debt as awarded by any court exercising jurisdiction under the Bankruptcy Code.

**General Provisions.** This Loan Agreement is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable.

Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

I will provide you any financial statement or information you request. All financial statements and information I give you will be correct and complete. My name and address are my exact legal name and my principal residence. I will provide you with at least 30 days notice prior to changing my name or principal residence.

Any provisions that appoint you as an agent are not subject to the provisions of 20 Pa.C.S.A. Section 5601 et seq. (Chapter 56: Decedents, Estates and Fiduciaries Code). By exercising any of your rights under this note, you do so for your sole benefit.

I agree to sign, deliver, and file any additional documents or certifications that you may consider necessary to perfect, continue, and preserve my obligations under this Loan and to confirm your lien status on any Property.

## Additional Terms of the Security Agreement

**Generally.** Property means any collateral described in this Loan Agreement in which I have an interest, now or in the future, wherever the Property is or will be located, and all proceeds and products from the Property. Property includes all parts, accessories, repairs, replacements, improvements, and accessions to the Property; any original evidence of title or ownership; and obligations that support the payment or performance of the Property.

If the All Debts subsection is checked, the Property also secures all present and future debts, even if this Loan Agreement is not referenced in the debt instrument, the future debts are also secured by other collateral, or if the future debt is unrelated to or of a different type than this debt. Nothing in this Loan Agreement is a commitment to make future loans or advances. This Loan Agreement will not secure any debt for which you fail to give any required notice of the right of rescission (i.e., right to cancel), or any debt for which a non-possessory, non-purchase money security interest is created in household goods in connection with a consumer loan, as those terms are defined by federal law governing unfair and deceptive credit practices.

**Purchase Money Security Interest.** If this is a purchase money loan (the loan proceeds are used to purchase the collateral), I authorize you, at your option, to disburse the loan proceeds directly to the seller of the Property. The portion of the Property purchased with loan proceeds will remain subject to your purchase money security interest until the Secured Debts are paid in full. Payments on any non-purchase money loan also secured by this Security Agreement will not be applied to the purchase money loan. Payments on the purchase money loan will be applied first to the non-purchase money portion of the loan, if any, and then to the purchase money portion in the order in which the purchase money Property was acquired. If the purchase money Property was acquired at the same time, then payments will be applied in the order you select. No security interest will be terminated by application of this formula.

**Waivers.** I waive all claims for loss or damage caused by your acts or omissions where you acted reasonably and in good faith. I waive all rights I have now or in the future to a homestead or personal property exemption in the Property.

**Assumptions.** Someone buying the Property cannot assume the obligation. You may declare the entire balance of the Loan Agreement to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of the Property.

**Perfection of Security Interest.** I authorize you to file a financing statement covering the Property. I agree to comply with, facilitate, and otherwise assist you in connection with perfecting your security interest under the Uniform Commercial Code.

**Duties Toward Property.** I will protect the Property and your interest against any competing claim. Except as otherwise provided in this Loan Agreement, I will keep the Property in my possession at the address indicated in this Loan Agreement. I will keep the Property in good repair and use it only for personal, family, or household purposes. I will immediately inform you of any loss or damage to the Property. You have the right of reasonable access to inspect the Property.

I will keep books, records, and accounts about the Property and my assets in general, to which I will allow you reasonable access. I will pay all taxes and assessments levied or assessed against me or the Property. I will not sell, lease, license, or otherwise transfer or encumber the Property without your prior written consent. You do not authorize any sale or other disposition of the Property. Any sale or disposition you do not authorize will violate your rights.

If I pledge the Property to you (deliver the Property into your, or your designated third party's possession or control), I will, upon receipt, deliver any proceeds and products of the Property to you. I will provide you with any notices, documents, financial statements, reports, and other information relating to the Property I receive as the owner of the Property.

**Insurance.** I agree to keep the Property insured against the risks reasonably associated with the Property until the Property is released from this Security Agreement. I may provide the required insurance through an existing policy of insurance that I own or control, or through a policy that I buy. I have the free choice in the selection of an insurance company, subject to applicable law. I will maintain this insurance in the amounts you require and have the insurance company name you as loss payee on any insurance policy. I will give you and the insurance company immediate notice of any loss. You may apply the insurance proceeds toward what is owed on the Secured Debts. If the insurance proceeds do not cover the amounts I owe you, I will pay the difference. You may require additional security as a condition of permitting any insurance proceeds to be used to repair or replace the Property. If you acquire the Property in damaged condition, my rights to any insurance policies and proceeds will pass to you to the extent of the Secured Debts. I will immediately notify you of cancellation or termination of insurance.

I am required to maintain insurance on the Property to protect your interest. If I fail to maintain the required insurance, or fail to provide you with evidence of insurance, I understand and agree to the following.

- You may (but are not required to) place insurance on the Property to protect your interest, which will not cover my equity in the Property.
- The insurance you provide may be written by a company other than one I would choose and may be written at a higher rate than I could obtain if I purchased the insurance.
- I will pay for the costs of any Property insurance you provide.

**Authority to Perform.** I authorize you to do anything you deem reasonably necessary to protect the Property and your security interest in the Property. If I fail to perform any of my duties under this Loan Agreement, you are authorized, after providing me with any required notice and opportunity to perform, to perform the duties or cause them to be performed and add the costs of performance to the Secured Debts. These authorizations include, but are not limited to, permission to pay for the repair, maintenance, and preservation of the Property and taking any action to obtain or preserve the benefits and rights of the Property. Your authority to perform for me will not create an obligation to perform and your failure to perform will not preclude you from exercising any other rights under the law or this Security Agreement. If you come into actual or constructive possession of the Property, you will preserve and protect the Property to the extent required by law. Your duty of care with respect to the Property will be satisfied if you exercise reasonable care in the safekeeping of the Property or in the selection of a third party in possession of the Property.

#### Third Party Agreement

For the purposes of the provisions within this enclosure, I, me or my means the person signing below and you means the Lender identified in this Loan Agreement. I agree to give you a security interest in the Property that is described in the Security Agreement section. I agree to the terms of this Loan Agreement, but I am in no way personally liable for payment of the debt. This means that if the Borrower defaults, my interest in the secured Property may be used to satisfy the Borrower's debt. I agree that you may, without releasing me or the Property from this Third Party Agreement and without notice or demand upon me, extend new credit to any Borrower, renew or change this Loan Agreement one or more times and for any term, or fail to perfect your security interest in, impair, or release any security (including guaranties) for the obligations of any Borrower. I have received a completed copy of this Loan Agreement.

X \_\_\_\_\_

Attach FTC "Preservation of Consumer Claims and Defenses"  
Notice if Applicable.

#### Insurance

**Credit Insurance.** Credit life, credit accident and sickness (disability), and any other insurance coverage quoted below, are not required to obtain credit and you will not provide them unless I sign and agree to pay the additional premium. If I want such insurance, you will obtain it for me (if I qualify for coverage). You are quoting below ONLY the coverages I have chosen to purchase.

Credit Life	Premium	\$ 3,559.66
<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	180 Months
Credit Disability	Premium	\$ 3,834.90
<input checked="" type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	120 Months
	Premium	\$ _____
<input type="checkbox"/> Single <input type="checkbox"/> Joint <input type="checkbox"/> None	Term	_____

**Signature.** My signature below means I want (only) the insurance coverage(s) quoted above. If "None" is checked, I have declined the coverage you offered.

X Dennis D Brown DOB 12/11/1957  
X \_\_\_\_\_ DOB \_\_\_\_\_  
X \_\_\_\_\_ DOB \_\_\_\_\_

☐ **Single Interest Insurance.** I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ N/A \_\_\_\_\_ of coverage.

☐ **Property Insurance.** I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ \_\_\_\_\_ N/A \_\_\_\_\_ for \_\_\_\_\_ N/A \_\_\_\_\_ of coverage.

#### Federal Sale of Insurance Disclosure

Product refers to any insurance product or annuity I purchase from you. With regard to any Product I purchase from you, the following apply.

- The Product is not a deposit account or other obligation of any depository institution or any affiliate of any depository institution.
- The Product is not guaranteed or insured by any depository institution or any affiliate of any depository institution.
- The Product is not insured by the Federal Deposit Insurance Corporation (FDIC).
- The Product, except in the case of Federal Flood Insurance or Federal Crop Insurance, is not insured by any federal government agency.
- ☒ If this box is checked, there is investment risk associated with the Product, including the possible loss of value.

By signing, I acknowledge that I have received a copy of this disclosure on today's date. Unless these disclosures are provided electronically or I have purchased the Product by mail, I also acknowledge that you have provided these disclosures to me orally.

X Dennis D Brown Date 08/14/06  
DENNIS D BROWN

X \_\_\_\_\_ Date \_\_\_\_\_

X \_\_\_\_\_ Date \_\_\_\_\_

#### Notice to Cosigner

You (the cosigner) are being asked to guaranty this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You also may have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

#### Signatures

By signing, I agree to the terms contained in this Loan Agreement. I also acknowledge receipt of a copy of this Loan Agreement on today's date.

Cosigners. See Notice to Cosigner above before signing.

X Dennis D Brown  
DENNIS D BROWN

X \_\_\_\_\_

X \_\_\_\_\_

(Optional)  
Signed Kristi J. Johnson For Lender  
Title KRISTI J. JOHNSON  
ASST VICE PRESIDENT

HOMEOWNER'S NAME(S): Dennis D. Brown  
MAILING ADDRESS: 318 Ogden Ave.  
Clearfield, PA 16830  
ORIGINAL LENDER: Clearfield Bank & Trust Company  
CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company  
DATE: October 3, 2007

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

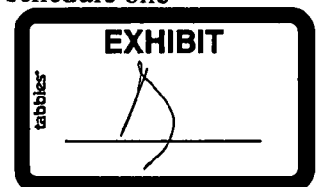
**\* IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which the property is located are set forth at the end of this Notice.** It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.



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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Residence, 318 Ogden Ave., Clearfield, PA 16830

**IS SERIOUSLY IN DEFAULT because:**

A: YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:

Monthly payments due from August, September @ \$562.64 = \$1,125.28

Late or Other Charges (explain/itemize): \$20.00

**TOTAL AMOUNT PAST DUE: \$1,145.28**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A



**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,145.28, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

**IF YOU DO NOT CURE THE DEFAULT** --- If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **the lender intends to exercise its rights to accelerate the mortgage debt.** This means that the entire outstanding balance of the debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to **foreclose upon your mortgaged property.**

**IF THE MORTGAGE IS FORECLOSED UPON** --- The mortgaged property will be sold by the sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. Any attorney's fees will be added to the amount you owe the lender, which may also include other reasonable costs. **If you cure the default within the THIRTY (30) DAY period, you will not be required to pay attorney's fees.**

**OTHER LENDER REMEDIES** --- The lender may also sue you personally for the unpaid balance and all other sums due under the mortgage.

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, **you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** --- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately** 4 **months from the date of this Notice.** A notice of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## ACT 91 NOTICE

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

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

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

This Notice explains how the program works.

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

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

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

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



**CLEARFIELD BANK  
&  
TRUST COMPANY**

11 N. Second  
PO Box 171  
Clearfield, PA

Address Servi

**UNCLAIMED**

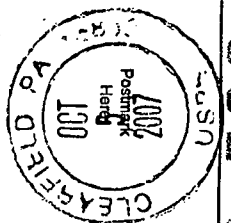
7006 3450 0003 9552 3004

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

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

**OFFICIAL USE**

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



Sent To: **Dennis D. Brown**  
Street, Apt. No.: **318 Ogden Ave.**  
or PO Box No.   
City, State, ZIP+4: **Clearfield, PA 16830**

PS Form 3800, August 2005

See Reverse for Instructions

BC: 16630001717

\*1173-15842-05-39

UNABLE TO FORWARD  
UNCLAIMED  
TO SENDER

DC 1 00 10/23/07

MAILED FROM ZIP CODE  
02 1A  
0004348509  
\$ 05.  
PRINTED BY  
UNITED STATES POSTAGE

U.S. POSTAL SERVICE

CERTIFICATE OF MAILING

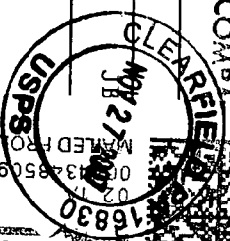
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT  
PROVIDE FOR INSURANCE-POSTMASTER

Received From:

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

One piece of ordinary mail addressed to:

**Dennis D. Brown**  
**318 Ogden Ave.**  
**Clearfield, PA 16830**



\$ 01.00  
NOV 27 2006  
PRINTED BY  
UNITED STATES POSTAGE

ACH DEPOSIT  
\$100.00

PLACE STICKER TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Dennis D. Brown  
318 Ogden Ave.  
Clearfield, PA 16830

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

☒

☐ Agent  
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number

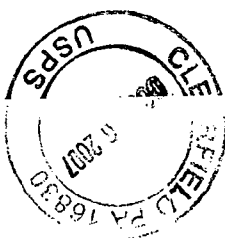
(Transfer from service label)

7006 3450 0003 9552 3004

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



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

**FILED**

*m 10:41 a.m.*  
**AUG 19 2008**

*ICC Atty*

William A. Shaw  
Prothonotary/Clerk of Courts

*CK*

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 08-296-CD

Plaintiff

vs.

Type of Pleading: AFFIDAVIT OF  
SERVICE

Filed on Behalf of: Plaintiff

DENNIS D. BROWN

Defendant

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

**AFFIDAVIT OF SERVICE**

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that in accordance with the Order dated April 16, 2008, the Complaint was served on the Defendant in the following manners:

1. Via First Class U.S. Mail with certificate of mailing and Certified Mail with return receipt requested all dated April 30, 2008 to 318 Ogden Avenue, Clearfield, Pennsylvania 16830. A copy of the said receipts are attached hereto as Exhibit "A".
2. Via Publication in The Progress and the Clearfield County Legal Journal on May 3, 2008. Copies of the Proof of Publication are attached hereto as Exhibit "B"
3. Via posting the mortgaged premises known as 318 Ogden Avenue, Clearfield, Pennsylvania on May 5, 2008.

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

  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
3<sup>RD</sup> day of June, 2008.

Notary Public  
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Michele M. Steudler, Notary Public  
College Twp., Centre County  
My Commission Expires Apr. 7, 2010  
Member, Pennsylvania Association of Notaries



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 RECEIPT**

Postage	\$ 1.82
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 6.62</b>

Sent To: Mr. Dennis D. Brown  
 Street, Apt. No., or PO Box No. 318 Ogden Avenue  
 City, State, ZIP+4 Clearfield, PA 16830

PS Form 3800, June 2002 See Reverse for Instructions

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

MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL  
 PROVIDE FOR INSURANCE-POSTMASTER

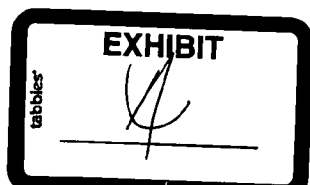
Received From: USCCF  
388 Innovation Boulevard, Suite 100  
State College, PA 16803

One piece of ordinary mail addressed to:  
Mr. Dennis D. Brown  
318 Ogden Avenue  
Clearfield, PA 16830

Affix fee here in stamps for meter postage and postmark. Inquire of Postmaster for current fee.

PS Form 3817, January 2001

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <u>Dennis D. Brown</u> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <u>DENNIS D BROWN</u></p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes          If YES, enter delivery address below: <input type="checkbox"/> No  <u>417 W. Pine St.</u>  <u>Clearfield, PA</u>  <u>16830</u></p> <p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Registered <input type="checkbox"/> C.O.D.  <input type="checkbox"/> Insured Mail</p> <p>4. Restricted Delivery? (Extra Fee)</p>
<p>1. Article Addressed to:  <u>Mr. Dennis D. Brown</u>  <u>318 Ogden Avenue</u>  <u>Clearfield, PA 16830</u></p>	<p>2. Article Number          (Transfer from service label) <u>7005 0390 0005 0664 3941</u></p>



OF COMMON PLEAS  
OF CLEARFIELD COUNTY,  
PENNSYLVANIA  
CIVIL DIVISION  
NO. 08-296-CD

CLEARFIELD BANK  
AND TRUST COMPANY,  
Plaintiff

vs.  
DENNIS D. BROWN,  
Defendant

Type of Pleading:  
COMPLAINT IN  
MORTGAGE FORECLOSURE  
Filed on Behalf of:

Plaintiff  
Counsel of Record  
for this Party:  
BABST, CALLAND,  
CLEMENTS AND ZOMNIR, P.C.  
ALAN F. KIRK, ESQUIRE  
Supreme Court #36893  
328 Innovation Boulevard,  
Suite 200  
State College, PA 16830  
(814) 867.8055  
(814) 867.8051 - Fax  
akirk@bccz.com

NOTICE

If you wish to defend, you must enter a written appearance personally or by an attorney and file your defenses or objection in writing with the Court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Court Administrator  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
Phone: (814) 765.2641

5:3-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD : SS:

On this 27th day of May, A.D. 20 08, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of May 3, 2008

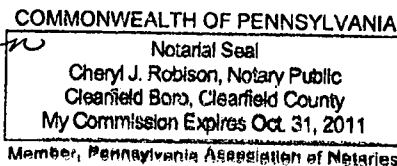
And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

*Margaret E. Krebs*

Sworn and subscribed to before me the day and year aforesaid.

*Cheryl J. Robison*  
Notary Public Clearfield, Pa.

My Commission Expires  
October 31, 2011



EXHIBIT

*B*

tabbles

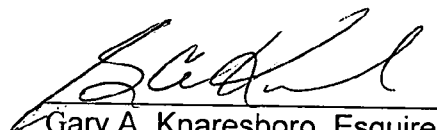
# PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :

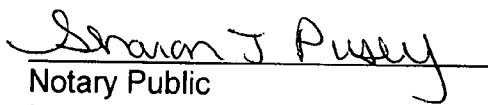
:

COUNTY OF CLEARFIELD :

On this 2nd day of May AD 200<sup>8</sup>, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of May 9, 2008, Vol. 20, No. 19. And that all of the allegations of this statement as to the time, place, and character of the publication are true.

  
\_\_\_\_\_  
Gary A. Knaresboro, Esquire  
Editor

Sworn and subscribed to before me the day and year aforesaid.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires

NOTARIAL SEAL  
SHARON J. PUSEY, Notary Public  
Houtzdale, Clearfield County, PA  
My Commission Expires, April 7, 2011

Alan F Kirk  
328 Innovation Blvd Suite 200  
State College PA 16803

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

CLEARFIELD BANK AND TRUST  
COMPANY, Plaintiff vs. DENNIS D.  
BROWN, Defendant

No. 08-296-CD

Type of Pleading: COMPLAINT IN  
MORTGAGE FORECLOSURE

Filed on Behalf of: Plaintiff  
NOTICE

If you wish to defend, you must enter a written appearance personally or by an attorney and file your defenses or objections in writing with the Court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Court Administrator, Clearfield County  
Courthouse, 230 E. Main Street, Clearfield,  
PA 16830, Phone: (814)765.2641.

Alan F. Kirk, Esquire, Babst, Calland,  
Clements and Zomnir, P.C., 328 Innovation  
Blvd., Suite 200, State College, PA 16803,  
Phone: 814.867.8055/Fax: 814.867.8051.

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

*S* **FILED** *ice + 1 cert*  
*my 11:14 am of disc issued*  
**OCT 09 2009** *to Alan Kirk*  
William A. Shaw  
Prothonotary/Clerk of Courts

CLEARFIELD BANK AND TRUST  
COMPANY,  
Plaintiff

No. 08-296-CD

Type of Pleading: PRACIPE

vs

Filed on Behalf of: Plaintiff

DENNIS D. BROWN  
Defendant

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055  
(814) 867.8051 - Fax  
[akirk@bccz.com](mailto:akirk@bccz.com)

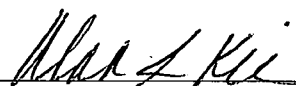
**PRAECIPE**

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please mark the above-captioned case discontinued.

Date: **October 8, 2009**

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

  
Alan F. Kirk, Esquire  
Counsel for the Plaintiff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

Clearfield Bank & Trust Company

Vs.  
Dennis D. Brown

No. 2008-00296-CD

CERTIFICATE OF DISCONTINUATION

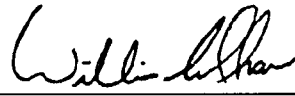
Commonwealth of PA  
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on October 9, 2009, marked:

Discontinued

Record costs in the sum of \$102.00 have been paid in full by Alan F. Kirk Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 9th day of October A.D. 2009.



William A. Shaw, Prothonotary