

08-369-CD
Northwest Savings vs J. Fullington Jr. et al

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

No. 08-369-CD

vs.

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON
Defendants

Type of Case:
MORTGAGE FORECLOSURE

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

June 18, 2008
Document
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IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK :
Plaintiff : No. _____
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

NOTICE

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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.

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211 1/2 East Locust Street
Clearfield, PA 16830
800-326-9177

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
vs. : No. _____
: :
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and brings this Complaint in Mortgage Foreclosure, averring as follows:

1. Plaintiff, NORTHWEST SAVINGS BANK, is a savings bank organized and existing under the laws of the Commonwealth of Pennsylvania with a business address of 100 Liberty Street, P. O. Box 337, Warren, Pennsylvania, 16365.
2. Defendant, John Richard Fullington Jr. and Loretta P. Fullington are adult individuals, and husband and wife, with an address and place of residence now or formerly at 929 South Sixth Street, Clearfield, Pennsylvania 16830.
3. Upon further search, Defendant, John Richard Fullington may now have an address and place of residence at 6 Northwest 4th Avenue, Clearfield, Pennsylvania 16830.

4. Plaintiff brings this action to foreclose on a Primeline Home Equity Open-End Mortgage (the "Mortgage") dated January 18, 2000, between Defendants as Mortgagors and Northwest Savings Bank as Mortgagee. The mortgage was recorded on January 20, 2000 in the Clearfield County Recorder's Office at instrument number 200000950. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

5. The Mortgage secures Defendants' certain Home Equity Credit Line Note and Agreement (the "Note") dated January 18, 2000, providing for a maximum credit limit of One Hundred and Forty Thousand Dollars (\$140,000.00) payable to the Plaintiff in variable monthly installments (2% of the outstanding balance) together with simple interest at a variable rate beginning at 9% (the "Note"). A true and correct copy of the Note is attached hereto and marked as Exhibit "B".

6. The real property subject to the Mortgage is identified as 929 South Sixth Street, Clearfield, Clearfield County, Pennsylvania, and is more specifically described as:

All that certain parcel situated in the Borough of Clearfield, Ward 2, County of Clearfield, Commonwealth of Pennsylvania, Being the Same Premises which vested in the Mortgagor by Deed dated 02/10/82 of record in Clearfield County, Deed Book Volume #826, Page #435
Map #4.2-K08-703-6

7. In accordance with 41 P.S. Section 403 and the Homeowners Emergency Mortgage Assistance Act of 1983, notice was given to Defendants via certified mail at their last known addresses. Copies of

the "certified mail receipts" and United States Post Office confirmation of delivery are attached hereto as Exhibit "C".

8. More than 30 days have passed since the issuance of the above notice, and the Defendants have failed to cure the default.

9. The Mortgage is in default in that the principal and interest payments due upon said mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable..

10. As of January 16, 2008, the total arrearage on the mortgage account is as follows:

Principal arrearage	\$ 5,581.75
Interest arrearage	\$ 2,985.02
Late Charge	\$ 643.17
TOTAL ARREARAGE	\$ 9,209.94

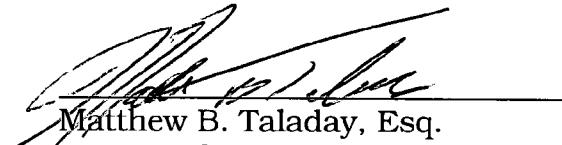
11. As of January 16, 2008, the full balance due on the mortgage loan is as follows:

Principal	\$ 107,396.33
Interest	\$ 3,577.91 (plus \$22.80 per diem)
Late Charges	\$ 643.17
Unpaid Loan Fees	\$ 48.50
TOTAL DUE	\$ 111,665.91

Attorney fees, additional late fees, and per diem interest to be added.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of \$111,665.91, plus interest thereon at a per diem rate of \$22.80 on the unpaid principal balance from January 16, 2008, together with all late fees, costs and reasonable attorney's fees incurred.

Respectfully submitted,
HANAK, GUIDO AND TALADAY



Matthew B. Taladay, Esq.
Attorney for Plaintiff

Fullington

VERIFICATION

I, Carol A. Danielson (authorized representative),
being the Special Assets Coordinator (title) of NORTHWEST SAVINGS
BANK, being duly authorized to make this verification, have read the
foregoing Complaint. The statements therein are correct to the best of
my personal knowledge or information and belief.

This statement and verification are made subject to the
penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to
authorities, which provides that if I make knowingly false averments
I may be subject to criminal penalties.

Date: 2-27-08

Carol A. Danielson
Carol A. Danielson
Special Assets Coordinator

**NORTHWEST'S PRIMELINE HOME EQUITY
OPEN-END MORTGAGE
THIS OPEN-END MORTGAGE SECURES ALL FUTURE ADVANCES**

THIS OPEN-END MORTGAGE is made this 18th day of January, 2000, between the Mortgagor, John Fullington Jr. and Loretta P. Fullington, h/w ("Borrower"), and the Mortgagee, NORTHWEST SAVINGS BANK, a bank organized and existing under the laws of The Commonwealth of Pennsylvania whose address is Liberty and Second Streets, Warren, PA 16365 ("Lender").

Borrower is indebted to Lender in the principal sum of U.S. \$ 140,000.00, which indebtedness is evidenced by a Home Equity Credit Line Note and Agreement dated January 18, 2000 (the "Agreement"), the terms and provisions of which are incorporated in this Mortgage by reference, and, which Agreement evidences loans and advances which Mortgagee is required to make from time to time to or on behalf of Borrower up to a maximum credit limit of \$ 140,000.00.

TO SECURE to Lender repayment of the indebtedness evidenced by the Agreement, with interest on it and all renewals, extensions and modifications of it; payment of all other sums advanced in accordance with the Agreement or this Mortgage to protect Lender's security, with interest on those sums; and performance of Borrower's covenants and agreements contained in the Agreement and this Mortgage, Borrower mortgages, grants and conveys to Lender the following described property situated in the County of Clearfield

Commonwealth of Pennsylvania, known and designated as:

ALL THAT CERTAIN PARCEL SITUATED IN THE BOROUGH OF CLEARFIELD, WARD 2, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED 02/19/82 OF RECORD IN CLEARFIELD COUNTY, DEED BOOK VOLUME #826, PAGE #435

MAP #4.2-K08-703-6

<u>929 South Sixth Street</u> Street Address	<u>Clearfield Borough Ward 2</u> Municipality	<u>Clearfield</u> County
Pennsylvania, which was conveyed to the Borrower by deed dated <u>February 19th</u> , 19 <u>82</u> , and duly recorded in the office of the Recorder of Deeds in said County in Deed Book No. <u>826</u> , Page <u>435</u> as the premises are therein described (the "Property Address").		

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the property (or the leasehold estate if this Mortgage is on a leasehold) are referred to in this Mortgage as the "Property".

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

Notice: THIS MORTGAGE SECURES A HOME EQUITY AGREEMENT WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE.

Beginning on the date the indebtedness evidenced by the Agreement was incurred, the interest rate will be a daily rate equal to 0.024658 % which corresponds to 9.00 % per annum (the "Initial Rate"). Beginning on the first billing date of each month and monthly thereafter, the interest rate on the outstanding balance of all loans that the Lender makes to the Borrower under the above Agreement may vary as follows: The interest rate that the Borrower will pay will adjust to be equal to the highest prevailing prime rate published in the Wall Street Journal "Money Rates" table plus 0.50 %. The Lender will then round this interest rate up to the next one-quarter of one percent. This rounded interest rate, divided by the number of days in the year, will be the periodic daily rate. In no event will the rate charged exceed the maximum rate permitted by state or federal statutes, rules or regulations. The Lender reserves the right to substitute another comparable index for the one listed above should that index no longer be available. A change in the interest rate applicable to the Agreement will have a corresponding change in the number of payments needed to pay off the loan. If the interest rate increases, the Borrower will be required to make more payments over a longer period of time to pay off the loan.

Maximum Interest Rate 18.00 % ANNUAL PERCENTAGE RATE Minimum Interest Rate 7.00 % ANNUAL PERCENTAGE RATE

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest and Performance of other Covenants in the Agreement.** Borrower shall pay promptly when due the principal, interest and other indebtedness evidenced by the Agreement. Borrower shall perform all other covenants contained in the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and Paragraph 1 of this Mortgage shall be applied by Lender first to any late charges owed, then to interest, then to any credit insurance charges, then to principal due, and finally to any other charges provided for in this Agreement.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by having adequate extended insurance coverage against fire, flood and such other risks of physical damage to the property as the Lender may require. Adequate insurance coverage means in an amount to cover the amount of the Borrower's Maximum Credit Limit that the Lender has granted to the Lender on the property securing the Line of Credit that this Mortgage is made a part of. This insurance must be kept in force for such periods as the Lender may require.
The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be withheld unreasonably. All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 6. Hazardous/Toxic Materials.** Borrower shall not store or dispose of hazardous and/or toxic materials on the Property. The Borrower agrees to indemnify and hold harmless the Lender for any damages caused by such substances or any costs incurred by the Lender for the removal and disposal of such substances.
- 7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take any action that is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until the time that the requirement for maintaining the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
Any amounts disbursed by Lender pursuant to this Paragraph 7 with interest thereon, at the interest rate determined in accordance with the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, those amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action under this Mortgage.
- 8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying a reasonable cause for the inspection which is related to Lender's interest in the Property.
- 9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forebearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against the successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage because of any demand made by original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. Nothing contained in this paragraph shall be construed as modifying the provisions of Paragraph 15 of this Mortgage.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15 of this Mortgage. All promises and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not sign the Agreement, (a) is co-signing this Mortgage, only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by regular mail addressed to Borrower at the Property Address or at any other address as Borrower may designate by notice to Lender as provided in this Mortgage, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated in this Mortgage or to any other address as Lender may designate by notice to Borrower as provided in this Mortgage. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner specified in this Mortgage.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement, which can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage and the Agreement are declared to be severable.

14. Borrower's Copy. Borrower shall be furnished a copy of this Mortgage at the time of execution or after recordation hereof.

15. Transfer of the Property or a Beneficial Interest in Borrower. Borrower agrees not to sell or transfer voluntarily or by operation of law, all or any part of the Property or an interest in it, without the prior written consent of Lender, excluding (a) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (b) the grant of any leasehold interest of three years or less not containing an option to purchase, or (c) the creation of a purchase money security interest for household appliances. This covenant shall not apply to the extent prohibited by Federal law. In addition, Borrower agrees that Borrower will not cause or permit any issuance of stock in Borrower if Borrower is a corporation, or of interests in Borrower if Borrower is a partnership or joint venture, whether by sale, exchange, conveyance, merger, consolidation or otherwise, if such will result in the transfer of control and management of the Property to other than the present principals of Borrower. If Borrower does sell or transfer voluntarily or by operation of law, all or any part of the Property or an interest in it, without the prior written consent of Lender, excepting the exclusions mentioned above in this paragraph, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage.

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

16. Assignments of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to Lender sending notice to Borrower of its desire to collect rents or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

After providing notice or after abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

17. Prohibition of Additional Advances, Credit Limitation. Lender may prohibit additional extensions of credit or reduce the credit limit applicable to the Agreement during any period in which: (a) the value of the dwelling that secures this Mortgage declines significantly below the dwelling's appraised value at the time the Agreement was executed, or (b) the Lender reasonably believes that the Borrower will be unable to fulfill the repayment obligations because of a material change in the Borrower's financial circumstances, or (c) the Borrower is in default of any material obligation under this Mortgage, or (d) the Lender is precluded by government action from imposing the annual percentage rate provided for in the Note, or (e) the priority of the Lender's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line, or (f) the Lender is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice, or (g) the Annual Percentage Rate corresponding to the periodic rate reaches the maximum rate allowed under the plan.

18. Termination, Acceleration, Remedies. If at any time the Lender finds that there is fraud or material misrepresentation by the Borrower in connection with this Mortgage, or if the Borrower fails to meet the repayment terms on this Mortgage for any outstanding balance, or if there is a breach of any covenant of this Mortgage or any action or inaction by the Borrower that adversely affects the Lender's security for this Mortgage or any of Lender's rights in such security, the Lender may terminate the Agreement, accelerate all sums owed under this Mortgage and demand immediate payment in full of said sums. Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's and Trustee's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Release. Upon payment of all sums secured by this Mortgage and the termination of the Agreement, Lender shall discharge this Mortgage. Borrower shall pay all costs of recordation, if any.

21. Interest Rate after Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the amounts owed under this Agreement or in an action of mortgage foreclosure shall be the rate stated in the Agreement.

IN WITNESS WHEREOF, Borrower has signed, sealed and delivered this Mortgage.
WITNESS:

John Richard Fullington Jr.
AS TO BOTH

John Richard Fullington Jr.
 Borrower Loretta P. Fullington
 Borrower Loretta P. Fullington
(SEAL) (SEAL)

I hereby certify that the precise address of the Lender (Mortgagee) is Liberty and Second Streets, Warren, PA 16365.

On behalf of the Lender,

By: *Brenda Byers*

ASSISTANT MANAGER

Title

ss.

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF **Clearfield**

On this, the 18th day of January, 2000, before me, Brenda S. Byers, the undersigned officer, personally appeared John Richard Fullington Jr. and Loretta P. Fullington h/w known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) are to the within instrument and acknowledged that (s)he (they) executed the same for the purposes herein contained.

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

My Commission expires:

Brenda S. Byers TITLE OF OFFICER

-Notary Public

(Space below this Line Reserved for Lender and Recorder)

Notarial Seal

Brenda S. Byers, Notary Public
Lawrence Twp., Clearfield County
My Commission Expires July 1, 2002

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

Loan No. 559800001402

Mortgage

John Richard Fullington Jr.
Loretta P. Fullington
929 South Sixth Street
Clearfield, PA 16830

TO

NORTHWEST SAVINGS BANK

COMMONWEALTH
OF PENNSYLVANIA,
) ss.
COUNTY OF **Clearfield**)
of

Recorded on this 19 day
, A.D. 19 00, in
the Recorder's Office of said County, in Mortgage
Book, Vol. , Page

Given under my hand and seal of the said
office, the day and year aforesaid.
Recorder


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PS Form 3800, August 2006

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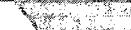
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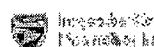
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Your item was delivered at 3:49 pm on August 14, 2007 in CLEARFIELD, PA 16830. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

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Enter Label/Receipt Number.

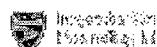
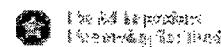
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Postage	\$	
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Postmark
Here

Sent To C. Fullington	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	

PS Form 3800, August 2006

See Reverse for Instructions


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Track & Confirm

Search Results

Label/Receipt Number: 7006 3450 0002 0093 6371

Status: Delivered

Your item was delivered at 10:30 am on August 27, 2007 in WARREN, PA 16365. A proof of delivery record may be available through your local Post Office for a fee.

Additional information for this item is stored in files offline.

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Enter Label/Receipt Number.

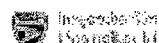
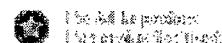
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OFFICIAL USE

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

Sent To: *Rick Fullington*

Street, Apt. No.;
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

See Reverse for Instructions

mbtaladay@verizon.net

February 27, 2008

William A. Shaw
Prothonotary
P.O. Box 549
Clearfield, PA 16830

Re: Northwest Savings Bank v. John Richard
Fullington and Loretta P. Fullington
Mortgage Foreclosure

Dear Mr. Shaw:

Enclosed for filing is an original and two copies of a Complaint in Mortgage Foreclosure to be filed on behalf of the Plaintiff in the above-referenced matter. I have enclosed a check made payable to you in the sum of ~~985.00~~ representing the required filing fee.

~~95.00~~

Kindly file the original, certify the two copies and then forward the certified copies to the Sheriff for service upon the Defendants. Also, please forward to the Sheriff the enclosed Directions to the Sheriff and check made payable to the Sheriff for advanced costs.

100

If you should have any questions regarding the enclosed, please contact me. Thank you for your assistance in this matter.

Sincerely,

Matthew B. Taladay

Enc.

cc: Carol Danielson, Northwest Savings Bank

FILED

JUN 18 2008

William A. Shaw
Prothonotary/Clerk of Courts

NO CERT COPIES
ISSUED REINSTATE
COMPLAINT TO
SFR

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

No. 2008-00369-CD

vs.

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON,
Defendants

Type of Case:
MORTGAGE FORECLOSURE

Type of Pleading:
**PRAECIPE TO REINSTATE
COMPLAINT**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

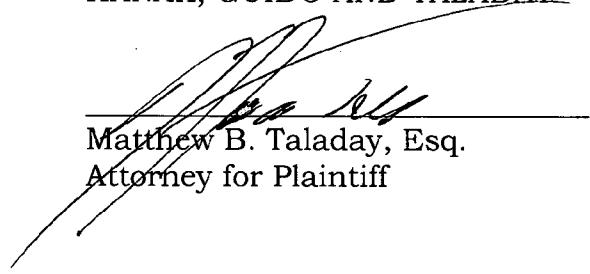
NORTHWEST SAVINGS BANK, :
Plaintiff :
vs. : No. 2008-00369-CD
: :
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

PRAECIPE TO REINSTATE COMPLAINT

TO THE PROTHONOTARY:

Kindly reinstate the Complaint in the above-captioned Civil
Action for an additional thirty days.

Respectfully submitted,
HANAK, GUIDO AND TALADAY


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 08-369-CD

NORTHWEST SAVINGS BANK

vs

JOHN RICHARD FULLINGTON, JR. and LORETTA P. FULLINGTON
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 07/18/2008

HEARING:

PAGE: 104290

DEFENDANT: LORETTA P. FULLINGTON
ADDRESS: 929 SOUTH SIXTH ST
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

FILED

03:15pm

JUN 25 2008

William A. Shaw
Prothonotary/Clerk of Courts
OCCUPIED

ATTEMPTS

SHERIFF'S RETURN

NOW, 6/25/08 AT 947 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON LORETTA P. FULLINGTON, DEFENDANT

BY HANDING TO Rebecca Colhocker, care nurse.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS THEREOF.

ADDRESS SERVED 929 S. 6th st. Clearfield Pa

NOW _____ AT _____ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR LORETTA P. FULLINGTON

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO LORETTA P. FULLINGTON

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

Rebecca S. Hunter
Deputy Signature

S. Hunter
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

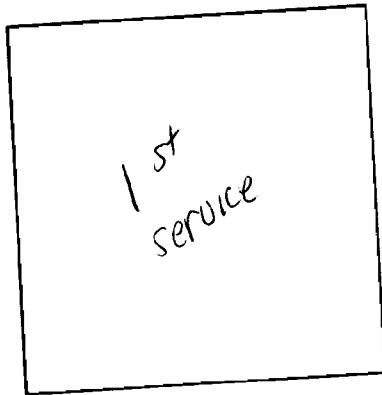
DOCKET # 103837
NO: 08-369-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK
VS.
DEFENDANT: JOHN RICHARD FULLINGTON JR. and LORETTA P. FULLINGTON

SHERIFF RETURN

NOW, April 01, 2008 AT 1:30 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOHN RICHARD FULLINGTON JR. DEFENDANT AT 6 NORTHWEST 4TH AVE., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOHN R. FULLINGTON JR., DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DEHAVEN / HUNTER



FILED

03:00 PM
JUL 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 2 of 2 Services

Sheriff Docket # **103837**

NORTHWEST SAVINGS BANK

Case # 08-369-CD

vs.

JOHN RICHARD FULLINGTON JR. and LORETTA P. FULLINGTON

TYPE OF SERVICE COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW July 02, 2008 RETURNED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT SERVED, TIME EXPIRED" AS TO LORETTA P. FULLINGTON, DEFENDANT. ATTEMPTED, NOT HOME

SERVED BY: /

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 103837
NO: 08-369-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: JOHN RICHARD FULLINGTON JR. and LORETTA P. FULLINGTON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	16540	20.00
SHERIFF HAWKINS	HANAK	16540	25.41

Sworn to Before Me This

So Answers,

____ Day of _____ 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff

No. 08-369-CD

vs. :

JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON
Defendants

Type of Case:
MORTGAGE FORECLOSURE

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

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

MAR 03 2008

Attest.

William E. L.
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. _____
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

NOTICE

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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.

MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
800-326-9177

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. _____
vs. :
: :
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and brings this Complaint in Mortgage Foreclosure, averring as follows:

1. Plaintiff, NORTHWEST SAVINGS BANK, is a savings bank organized and existing under the laws of the Commonwealth of Pennsylvania with a business address of 100 Liberty Street, P. O. Box 337, Warren, Pennsylvania, 16365.
2. Defendant, John Richard Fullington Jr. and Loretta P. Fullington are adult individuals, and husband and wife, with an address and place of residence now or formerly at 929 South Sixth Street, Clearfield, Pennsylvania 16830.
3. Upon further search, Defendant, John Richard Fullington may now have an address and place of residence at 6 Northwest 4th Avenue, Clearfield, Pennsylvania 16830.

4. Plaintiff brings this action to foreclose on a Primeline Home Equity Open-End Mortgage (the "Mortgage") dated January 18, 2000, between Defendants as Mortgagors and Northwest Savings Bank as Mortgagee. The mortgage was recorded on January 20, 2000 in the Clearfield County Recorder's Office at instrument number 200000950. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

5. The Mortgage secures Defendants' certain Home Equity Credit Line Note and Agreement (the "Note") dated January 18, 2000, providing for a maximum credit limit of One Hundred and Forty Thousand Dollars (\$140,000.00) payable to the Plaintiff in variable monthly installments (2% of the outstanding balance) together with simple interest at a variable rate beginning at 9% (the "Note"). A true and correct copy of the Note is attached hereto and marked as Exhibit "B".

6. The real property subject to the Mortgage is identified as 929 South Sixth Street, Clearfield, Clearfield County, Pennsylvania, and is more specifically described as:

All that certain parcel situated in the Borough of Clearfield, Ward 2, County of Clearfield, Commonwealth of Pennsylvania, Being the Same Premises which vested in the Mortgagor by Deed dated 02/10/82 of record in Clearfield County, Deed Book Volume #826, Page #435
Map #4.2-K08-703-6

7. In accordance with 41 P.S. Section 403 and the Homeowners Emergency Mortgage Assistance Act of 1983, notice was given to Defendants via certified mail at their last known addresses. Copies of

the "certified mail receipts" and United States Post Office confirmation of delivery are attached hereto as Exhibit "C".

8. More than 30 days have passed since the issuance of the above notice, and the Defendants have failed to cure the default.

9. The Mortgage is in default in that the principal and interest payments due upon said mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable..

10. As of January 16, 2008, the total arrearage on the mortgage account is as follows:

Principal arrearage	\$ 5,581.75
Interest arrearage	\$ 2,985.02
Late Charge	\$ 643.17
TOTAL ARREARAGE	\$ 9,209.94

11. As of January 16, 2008, the full balance due on the mortgage loan is as follows:

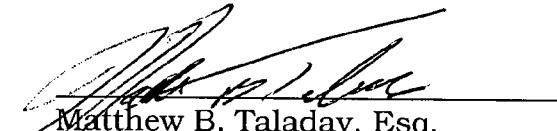
Principal	\$ 107,396.33
Interest	\$ 3,577.91 (plus \$22.80 per diem)
Late Charges	\$ 643.17
Unpaid Loan Fees	\$ 48.50
TOTAL DUE	\$ 111,665.91

Attorney fees, additional late fees, and per diem interest to be added.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of \$111,665.91, plus interest thereon at a per diem rate of \$22.80 on the unpaid principal balance from January 16, 2008, together with all late fees, costs and reasonable attorney's fees incurred.

Respectfully submitted,

HANAK, GUIDO AND TALADAY



Matthew B. Taladay, Esq.
Attorney for Plaintiff

Fallington.

VERIFICATION

I, Carol A. Danielson (authorized representative),
being the Special Assets Coordinator (title) of NORTHWEST SAVINGS
BANK, being duly authorized to make this verification, have read the
foregoing Complaint. The statements therein are correct to the best of
my personal knowledge or information and belief.

This statement and verification are made subject to the
penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to
authorities, which provides that if I make knowingly false averments
I may be subject to criminal penalties.

Date: 2-27-08

Carol A. Danielson
Carol A. Danielson
Special Assets Coordinator

**NORTHWEST'S PRIMELINE HOME EQUITY
OPEN-END MORTGAGE
THIS OPEN-END MORTGAGE SECURES ALL FUTURE ADVANCES**

THIS OPEN-END MORTGAGE is made this 18th day of January, 2000, between the Mortgagor, John Fullington Jr. and Loretta P. Fullington, h/w ("Borrower"), and the Mortgagee, NORTHWEST SAVINGS BANK, a bank organized and existing under the laws of The Commonwealth of Pennsylvania whose address is Liberty and Second Streets, Warren, PA 16365 ("Lender").

Borrower is indebted to Lender in the principal sum of U.S. \$ 140,000.00, which indebtedness is evidenced by a Home Equity Credit Line Note and Agreement dated January 18, 2000 (the "Agreement"), the terms and provisions of which are incorporated in this Mortgage by reference, and, which Agreement evidences loans and advances which Mortgagee is required to make from time to time to or on behalf of Borrower up to a maximum credit limit of \$ 140,000.00.

TO SECURE to Lender repayment of the indebtedness evidenced by the Agreement, with interest on it and all renewals, extensions and modifications of it; payment of all other sums advanced in accordance with the Agreement or this Mortgage to protect Lender's security, with interest on those sums; and performance of Borrower's covenants and agreements contained in the Agreement and this Mortgage, Borrower mortgages, grants and conveys to Lender the following described property situated in the County of Clearfield, Commonwealth of Pennsylvania, known and designated as:

ALL THAT CERTAIN PARCEL SITUATED IN THE BOROUGH OF CLEARFIELD, WARD 2, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED 02/19/82 OF RECORD IN CLEARFIELD COUNTY, DEED BOOK VOLUME #826, PAGE #435

MAP #4.2-K08-703-6

<u>929 South Sixth Street</u> Street Address	<u>Clearfield Borough Ward 2</u> Municipality	<u>Clearfield</u> County
Pennsylvania, which was conveyed to the Borrower by deed dated <u>February 19th</u> , 19 <u>82</u> , and duly recorded in the office of the Recorder of Deeds in said County in Deed Book No. <u>826</u> , Page <u>435</u> as the premises are therein described (the "Property Address").		

TOGETHER with all the improvements, now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the property (or the leasehold estate if this Mortgage is on a leasehold) are referred to in this Mortgage as the "Property".

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

Notice: THIS MORTGAGE SECURES A HOME EQUITY AGREEMENT WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE.

Beginning on the date the indebtedness evidenced by the Agreement was incurred, the interest rate will be a daily rate equal to 0.024658 % which corresponds to 9.00 % per annum (the "Initial Rate"). Beginning on the first billing date of each month and monthly thereafter, the interest rate on the outstanding balance of all loans that the Lender makes to the Borrower under the above Agreement may vary as follows: The interest rate that the Borrower will pay will adjust to be equal to the highest prevailing prime rate published in the Wall Street Journal "Money Rates" table plus 0.50 %. The Lender will then round this interest rate up to the next one-quarter of one percent. This rounded interest rate, divided by the number of days in the year, will be the periodic daily rate. In no event will the rate charged exceed the maximum rate permitted by state or federal statutes, rules or regulations. The Lender reserves the right to substitute another comparable index for the one listed above should that index no longer be available. A change in the interest rate applicable to the Agreement will have a corresponding change in the number of payments needed to pay off the loan. If the interest rate increases, the Borrower will be required to make more payments over a longer period of time to pay off the loan.

Maximum Interest Rate 18.00 % ANNUAL PERCENTAGE RATE Minimum Interest Rate 7.00 % ANNUAL PERCENTAGE RATE

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest and Performance of other Covenants in the Agreement.** Borrower shall pay promptly when due the principal, interest and other indebtedness evidenced by the Agreement. Borrower shall perform all other covenants contained in the Agreement.
- 2. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and Paragraph 1 of this Mortgage shall be applied by Lender first to any late charges owed, then to interest, then to any credit insurance charges, then to principal due, and finally to any other charges provided for in this Agreement.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 4. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by having adequate extended insurance coverage against fire, flood and such other risks of physical damage to the property as the Lender may require. Adequate insurance coverage means in an amount to cover the amount of the Borrower's Maximum Credit Limit that the Lender has granted to the this Mortgage is made a part of. This insurance must be kept in force for such periods as the Lender may require.
The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be withheld unreasonably. All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.
If the Property is abandoned by Borrower, or if Borrower fails to respond to lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.
- 5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 6. Hazardous/Toxic Materials.** Borrower shall not store or dispose of hazardous and/or toxic materials on the Property. The Borrower agrees to indemnify and hold harmless the Lender for any damages caused by such substances or any costs incurred by the Lender for the removal and disposal of such substances.
- 7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take any action that is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until the time that the requirement for maintaining the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.
Any amounts disbursed by Lender pursuant to this Paragraph 7 with interest thereon, at the interest rate determined in accordance with the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, those amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action under this Mortgage.
- 8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying a reasonable cause for the inspection which is related to Lender's interest in the Property.
- 9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. Borrower Not Released; Forebearance by Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against the successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage because of any demand made by original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. Nothing contained in this paragraph shall be construed as modifying the provisions of Paragraph 15 of this Mortgage.

11. Successors and Assigns Bound; Joint. J Several Liability; Co-signers. The covenants and agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15 of this Mortgage. All promises and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not sign the Agreement, (a) is co-signing this Mortgage, only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by regular mail addressed to Borrower at the Property Address or at any other address as Borrower may designate by notice to Lender as provided in this Mortgage, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated in this Mortgage or to any other address as Lender may designate by notice to Borrower as provided in this Mortgage. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner specified in this Mortgage.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement, which can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage and the Agreement are declared to be severable.

14. Borrower's Copy. Borrower shall be furnished a copy of this Mortgage at the time of execution or after recordation hereof.

15. Transfer of the Property or a Beneficial Interest In Borrower. Borrower agrees not to sell or transfer voluntarily or by operation of law, all or any part of the Property or an interest in it, without the prior written consent of Lender, excluding (a) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (b) the grant of any leasehold interest of three years or less not containing an option to purchase, or (c) the creation of a purchase money security interest for household appliances. This covenant shall not apply to the extent prohibited by Federal law. In addition, Borrower agrees that Borrower will not cause or permit any issuance of stock in Borrower if Borrower is a corporation, or of interests in Borrower if Borrower is a partnership or joint venture, whether by sale, exchange, conveyance, merger, consolidation or otherwise, if such will result in the transfer of control and management of the Property to other than the present principals of Borrower. If Borrower does sell or transfer voluntarily or by operation of law, all or any part of the Property or an interest in it, without the prior written consent of Lender, excepting the exclusions mentioned above in this paragraph, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage.

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

16. Assignments of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to Lender sending notice to Borrower of its desire to collect rents or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

After providing notice or after abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

17. Prohibition of Additional Advances, Credit Limitation. Lender may prohibit additional extensions of credit or reduce the credit limit applicable to the Agreement during any period in which: (a) the value of the dwelling that secures this Mortgage declines significantly below the dwelling's appraised value at the time the Agreement was executed, or (b) the Lender reasonably believes that the Borrower will be unable to fulfill the repayment obligations because of a material change in the Borrower's financial circumstances, or (c) the Borrower is in default of any material Note, or (e) the priority of the Lender's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line, or (f) the Lender is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice, or (g) the Annual Percentage Rate corresponding to the periodic rate reaches the maximum rate allowed under the plan.

18. Termination, Acceleration, Remedies. If at any time the Lender finds that there is fraud or material misrepresentation by the Borrower in connection with this Mortgage, or if the Borrower fails to meet the repayment terms on this Mortgage for any outstanding balance, or if there is a breach of any covenant of this Mortgage or any action or inaction by the Borrower that adversely affects the Lender's security for this Mortgage or any of Lender's rights in such security, the Lender may terminate the Agreement, accelerate all sums owed under this Mortgage and demand immediate payment in full of said sums. Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's and Trustee's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Release. Upon payment of all sums secured by this Mortgage and the termination of the Agreement, Lender shall discharge this Mortgage. Borrower shall pay all costs of recordation, if any.

21. Interest Rate after Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the amounts owed under this Agreement or in an action of mortgage foreclosure shall be the rate stated in the Agreement.

IN WITNESS WHEREOF, Borrower has signed, sealed and delivered this Mortgage.
WITNESS:

John Richard Fullington Jr.
AS TO BOTH

Borrower

Borrower

(SEAL)

John Richard Fullington Jr.

(SEAL)

Loretta P. Fullington

I hereby certify that the precise address of the Lender (Mortgagee) is Liberty and Second Streets, Warren, PA 16365.

On behalf of the Lender,

By:

Brenda Byers
ASSISTANT MANAGER

Title

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF **Clearfield**

SS.

On this, the 18th day of January, 2000, before me, Brenda S. Byers, the undersigned officer, personally appeared John Richard Fullington Jr. and Loretta P. Fullington h/w known to me (or satisfactorily proven) to be the person(s) whose name(s) is(are) are subscribed to the within instrument and acknowledged that (s)he (they) executed the same for the purposes herein contained.

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

My Commission expires:

Brenda S. Byers
TITLE OF OFFICER

-Notary Public

(Space below this Line Reserved for Lender and Recorder)

Notarial Seal
Brenda S. Byers, Notary Public
Lawrence Twp., Clearfield County
My Commission Expires July 1, 2002

Member, Pennsylvania Association of Notaries

COMMONWEALTH OF PENNSYLVANIA

Loan No. 559800001402

Mortgage

John Richard Fullington Jr.
Loretta P. Fullington
929 South Sixth Street
Clearfield, PA 16830

TO

NORTHWEST SAVINGS BANK

COMMONWEALTH
OF PENNSYLVANIA
COUNTY OF **Clearfield**) ss:
Recorded on this day
of 19, A.D. 19, in
the Recorder's Office of said County, in Mortgage
Book, Vol. , Page

Given under my hand and seal of the said
office, the day and year aforesaid.

Recorder


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Label/Receipt Number: 7006 3450 0002 0093 6364

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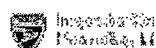
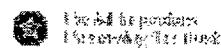
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Rick Fullington

Street, Apt. No.,
or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

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Label/Receipt Number: 7006 3450 0002 0093 6388
Status: Delivered

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Total Postage & Fees	\$
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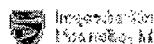
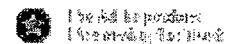
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Total Postage & Fees

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L. Fullington

Street, Apt. No.;
or PO Box No.

City, State, ZIP+4

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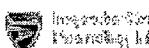
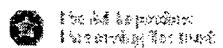
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Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

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Street, Apt. No.
or PO Box No.

City, State, ZIP+4

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mbtaladay@verizon.net

February 27, 2008

William A. Shaw
Prothonotary
P.O. Box 549
Clearfield, PA 16830

Re: Northwest Savings Bank v. John Richard
Fullington and Loretta P. Fullington
Mortgage Foreclosure

Dear Mr. Shaw:

Enclosed for filing is an original and two copies of a Complaint in Mortgage Foreclosure to be filed on behalf of the Plaintiff in the above-referenced matter. I have enclosed a check made payable to you in the sum of ~~\$85.00~~ representing the required filing fee.

~~95.00~~

Kindly file the original, certify the two copies and then forward the certified copies to the Sheriff for service upon the Defendants. Also, please forward to the Sheriff the enclosed Directions to the Sheriff and check made payable to the Sheriff for advanced costs.

If you should have any questions regarding the enclosed, please contact me. Thank you for your assistance in this matter.

Sincerely,

Matthew B. Taladay

Enc.

cc: Carol Danielson, Northwest Savings Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104290
NO: 08-369-CD
SERVICES 1
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: JOHN RICHARD FULLINGTON, JR. and LORETTA P. FULLINGTON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	HANAK	16776	10.00
SHERIFF HAWKINS	HANAK	16776	11.42



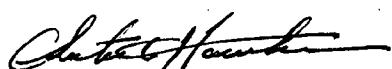
FILED
03:00 pm
JUL 02 2008

William A. Shaw
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2008



Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK, }
Plaintiff }
 }
vs. } Docket No. 2008-00369-CD
 }
JOHN RICHARD FULLINGTON, JR. }
and LORETTA P. FULLINGTON, }
Defendants }
 }

ANSWER TO COMPLAINT

AND NOW comes the Defendant, Loretta P. Fullington, and states as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Denied. Defendant never received a notice as referred to in Paragraph 7. The copies of the "certified mail receipts" do not show Defendant's signature and no copy of the notice is attached to the Complaint.
8. Denied. Defendant did seek mortgage assistance. Defendant is disabled and may qualify for said assistance.

FILED *7/11/08* NO CC
JUL 07 2008 *GO*

William A. Shaw
Prothonotary/Clerk of Courts

9. Admitted in part and denied in part. It is admitted that some payments may be past due or paid late. It is denied that the mortgage is in default.

10. Denied. Defendant is unaware of the amount, if any, in arrears. No statement of loan status has been received.

11. Denied. After reasonable investigation, Defendant is without sufficient knowledge to form a belief as to the truth of the matters contained in Paragraph 11 of the Complaint. Strict proof thereof is demanded at time of trial.

WHEREFORE, Defendant requests that the Complaint be dismissed.

Respectfully submitted,



Robert C. Rayman, Esquire
Attorney for Defendant, Loretta P.
Fullington
Attorney I.D. #30339
1315 West College Ave., Suite 300
State College, PA 16801
814-234-5227

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK, }
Plaintiff }
} }
vs. } Docket No. 2008-00369-CD
} }
JOHN RICHARD FULLINGTON, JR. }
and LORETTA P. FULLINGTON, }
Defendants }
}

VERIFICATION

I, Loretta P. Fullington, hereby verify that the facts set forth in the foregoing Answer to Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Date: 7-1-08



Loretta P. Fullington

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

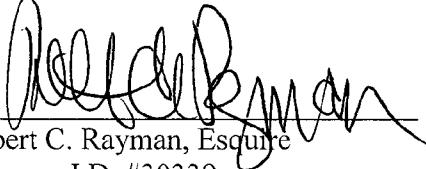
NORTHWEST SAVINGS BANK, }
Plaintiff }
 }
vs. } Docket No. 2008-00369-CD
 }
 }
JOHN RICHARD FULLINGTON, JR. }
and LORETTA P. FULLINGTON, }
Defendants }
 }

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Complaint was served by depositing on this date, the same with the United States Postal Service, postage prepaid, addressed to the following:

Matthew B. Taladay, Esquire
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

Dated: July 3, 2008

By: 

Robert C. Rayman, Esquire
Attorney I.D. #30339
1315 West College Avenue, Suite 300
State College, PA 16801
(814) 234-5227

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

No. 2008-00369-CD

vs.

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON
Defendants

Type of Case:
MORTGAGE FORECLOSURE

Type of Pleading:
Certificate of Service

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

5
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LAW
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Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. 2008-00369-CD

vs. : Type of Case:
JOHN RICHARD FULLINGTON, JR. : **MORTGAGE FORECLOSURE**

and LORETTA P. FULLINGTON :
Defendants : Type of Pleading:
Certificate of Service

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

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William A. Shaw
Prothonotary/Clerk of Courts

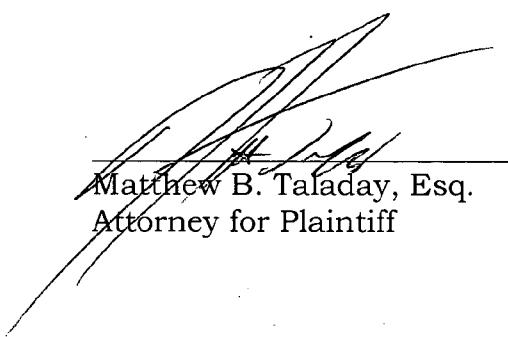
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. 2008-00369-CD
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of January, 2009, an Important Notice, copy of which is attached hereto, was forwarded by Certified, Restricted mail, postage prepaid to the following Defendant, addressed as follows:

JOHN RICHARD FULLINGTON
6 Northwest 4th Avenue
Clearfield, Pennsylvania 16830


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. 2008-00369-CD
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

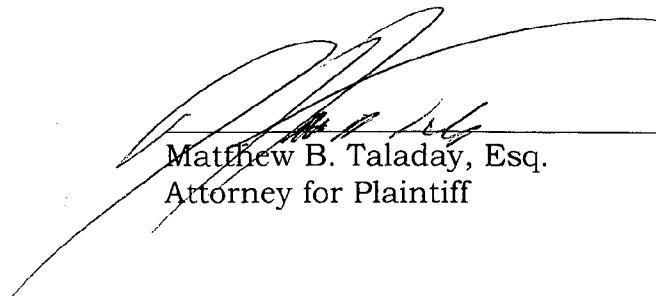
IMPORTANT NOTICE

To: JOHN RICHARD FULLINGTON
6 Northwest 4th Avenue
Clearfield, Pennsylvania 16830

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

MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
800-326-9177

Date: January 5, 2009


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

: No. 2008-00369-CD

: vs.

: Type of Case:

MORTGAGE FORECLOSURE

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON,
Defendants

: Type of Pleading:
Certificate of Service

: Filed on Behalf of:
PLAINTIFF

: Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

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William A. Shaw
Prothonotary/Clerk of Courts

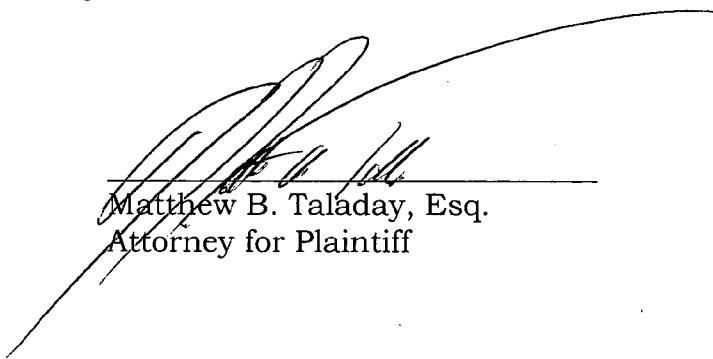
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. 2008-00369-CD
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that on the 10th day of February, 2009, an Important Notice, copy of which is attached hereto, was forwarded by Certified, Restricted mail, postage prepaid to the following Defendant, addressed as follows:

JOHN RICHARD FULLINGTON, JR.
6 Northwest 4th Avenue
Clearfield, Pennsylvania 16830


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, : No. 2008-00369-CD
Plaintiff :
vs. : Type of Case:
: **MORTGAGE FORECLOSURE**
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants : Type of Pleading:
: **IMPORTANT NOTICE**
: Filed on Behalf of:
: PLAINTIFF
: Counsel of Record for this Party:
: Matthew B. Taladay, Esq.
: Supreme Court No. 49663
: Hanak, Guido and Taladay
: 528 Liberty Boulevard
: P. O. Box 487
: DuBois, PA 15801
: (814) 371-7768

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,	:	
Plaintiff	:	No. 2008-00369-CD
vs.	:	
JOHN RICHARD FULLINGTON, JR.	:	
and LORETTA P. FULLINGTON,	:	
Defendants	:	

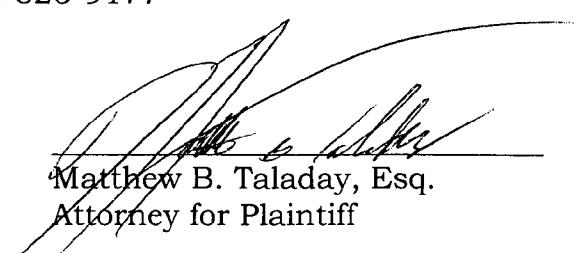
IMPORTANT NOTICE

To: JOHN RICHARD FULLINGTON, JR.
6 Northwest 4th Avenue
Clearfield, Pennsylvania 16830

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

MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
800-326-9177

Date: February 10, 2009


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

No. 2008-00369-CD

vs.

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON,
Defendants

Type of Case:
MORTGAGE FORECLOSURE

Type of Pleading:
**PRAECIPE FOR JUDGMENT
BY DEFAULT**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

FILED Atty pd.
M 19.35.04 20.00
MAR 16 2009 NO CC

S William A. Shaw Notice to
Prothonotary/Clerk of Courts Def.-J. Fullington

Statement to Atty (60)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
vs. : No. 2008-00369-CD
: :
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

PRAECIPE FOR DEFAULT JUDGMENT
PURSUANT TO PA.R.C.P. RULE NO. 1037

To: The Prothonotary of Clearfield County:

KINDLY enter a default judgment in favor of the Plaintiff and
against the Defendant, JOHN RICHARD FULLINGTON, JR., in the
amount of **\$121,103.51**, broken down as follows:

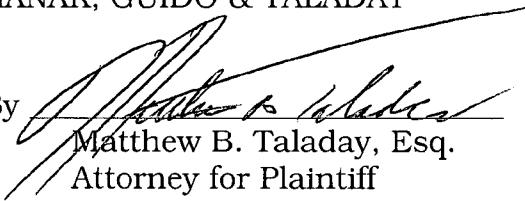
Principal	\$107,396.33
Interest as of 1/16/08	\$ 3,577.91 (plus \$22.80 per diem)
Late Charge	\$ 643.17
Unpaid loan fees	<u>\$ 48.50</u>
	\$111,665.91
Attorney fees	\$ 500.00
Interest 1/16/08 -2/12/09	<u>\$ 8,937.60</u>
Total:	\$121,103.51

Interest continues to accrue at a rate of \$22.80 per diem from
February 12, 2009.

I certify that on February 12, 2009, the Defendant, JOHN RICHARD FULLINGTON, JR., was served by Certified Mail, Restricted Delivery, of the Ten-Day Notice of Default and our intention to file a Praeclipe for Default Judgment, a copy of which is attached hereto as Exhibit A, along with certificate of mailing attached hereto as Exhibit B.

HANAK, GUIDO & TALADAY

By


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. 2008-00369-CD
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

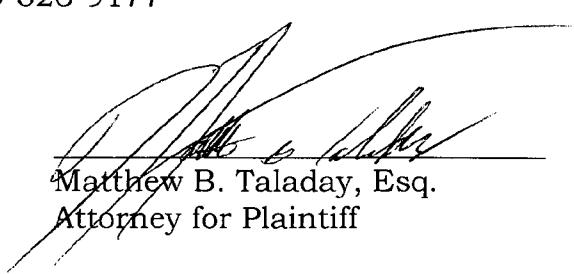
IMPORTANT NOTICE

To: JOHN RICHARD FULLINGTON, JR.
6 Northwest 4th Avenue
Clearfield, Pennsylvania 16830

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

MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
800-326-9177

Date: February 10, 2009


Matthew B. Taladay, Esq.
Attorney for Plaintiff

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:

John Richard Fullington, Jr.
6 Northwest Fourth Avenue
Clearfield PA 16830

COMPLETE THIS SECTION ON DELIVERY**A. Signature****X** Agent
 Addressee**B. Received by (Printed Name)****C. Date of Delivery**

2/12/09

D. Is delivery address different from item 1? Yes

if YES, enter delivery address below:

 No**3. Service Type**

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes**2. Article Number**
(Transfer from service label)

7006 0810 0001 0122 7346

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-P-4081

COPY

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL DIVISION

Northwest Savings Bank

Vs.

No. 2008-00369-CD

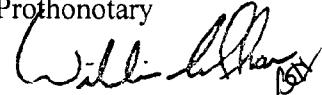
John Richard Fullington Jr.
Loretta P. Fullington

To: John Richard Fullington, Jr.

NOTICE is given that a JUDGMENT in the above captioned matter has been entered
against you in the amount of \$121,103.51 on March 16, 2009.

William A. Shaw

Prothonotary



William A. Shaw

COPY

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

Northwest Savings Bank
Plaintiff(s)

No.: 2008-00369-CD

Real Debt: \$121,103.51

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

John Richard Fullington Jr.
Loretta P. Fullington
Defendant(s)

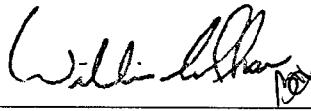
Entry: \$20.00

Instrument: Default Judgment against
John Richard Fullington, Jr. ONLY

Date of Entry: March 16, 2009

Expires: March 16, 2014

Certified from the record this 16th day of March, 2009.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

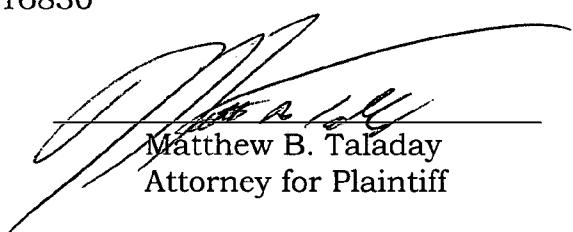
IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. 2008-00369-CD
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that on the 12th day of March, 2009, a copy
of the foregoing Praeclipe for Default Judgment was forwarded by U.S.
Mail, First Class, postage prepaid to the Defendant, John Richard
Fullington, Jr., addressed as follows:

John Richard Fullington, Jr.
6 Northwest 4th Avenue
Clearfield, PA 16830


Matthew B. Taladay
Attorney for Plaintiff

FILED NO CC
M 19 35 2009
MAR 16 2009 (61)
S William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

... : No. 2008-00369-CD

vs.

... : Type of Case:

... : **MORTGAGE FORECLOSURE**

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON
Defendants

... : Type of Pleading:
**MOTION FOR JUDGMENT
ON THE PLEADINGS**

... : Filed on Behalf of:
PLAINTIFF

... : Counsel of Record for this Party:

... : Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

APR 02 2009
FILED
NOCC
RECEIVED
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. 2008-00369-CD
vs. :
: JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

MOTION FOR JUDGMENT ON THE PLEADINGS

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and moves the court pursuant to Rule 1034(c) of the Pennsylvania Rules of Procedure, and Local Rule 1034(a), for judgment on the pleadings, and in support of its motion, sets forth the following:

1. The present action was commenced by Plaintiff, Northwest Savings Bank, by a Complaint in Mortgage Foreclosure against Defendants, John Richard Fullington, Jr. and Loretta P. Fullington.
2. The Complaint was filed on or about March 1, 2008. A true and correct copy of the Complaint, with attachments, is attached hereto as Exhibit "1".
3. Defendant, John Richard Fullington Jr. did not answer the Complaint or otherwise enter a defense to this action. The Plaintiff has secured a default judgment against John Richard Fullington Jr. pursuant to Rule 1037 of the Pennsylvania Rules of Civil Procedure.

4. Defendant Loretta P. Fullington, by and through her attorney, filed an Answer to Complaint on or about July 3, 2008. A copy of the Answer is attached hereto as Exhibit "2".

5. Defendant's Answer does not present any genuine issues of material fact to support the need for a trial. The pleadings conclusively establish that Plaintiff is entitled to judgment in mortgage foreclosure as a matter of law. Therefore, Plaintiff is entitled to judgment on the pleadings.

6. Paragraph 7 of the Complaint avers that "in accordance with 41 P.S. Section 403 and the Homeowner's Emergency Mortgage Assistance Act of 1983, notice was given to Defendants via certified mail at their last known addresses." Copies of the "certified mail receipts" and United States Post Office confirmation of delivery are attached to the Complaint as Exhibit "C".

7. Defendant Loretta Fullington alleges at Paragraph 7 of her Answer that "Defendant never received a notice as referred to in Paragraph 7." Defendant supports this denial by stating "copies of the 'certified mail receipts' do not show Defendant's signature and no copy of the notice is attached to the Complaint."

8. In fact a copy of the Act 91 Notice as required under the Homeowner's Emergency Assistance Act was attached to the Complaint as part of the Exhibit C. (*See attachments to the Complaint, included with Exhibit 1 hereto*).

9. 41 P.S. Section 403(b) requires notice of intent to foreclose be sent to the mortgage debtors "by registered or certified mail."

(Although referenced in the Complaint, notice under 41 PS §403 was not required because the principal amount of the mortgage exceeded \$50,000).

The Homeowner's Emergency Assistance Act, 35 P.S. §1680.403c, requires the "Act 91" notice be sent to the mortgagors at their last known address. The Act further provides: "All parties requiring notice pursuant to this article shall be deemed to receive notice on the third business day following the date of the mailing of the notice as documented by a certificate of mailing obtained from the United States Postal Service." 35 P.S. §1680.403c(e). There is no requirement that a signature card be returned or attached as a matter of proof. The fact that Defendant denies a "signature" upon delivery of the certified mailing does not support a legal defense to this action.

10. As referenced in the Complaint, and attached as part of Exhibit C to the Complaint, the Plaintiff submitted the U.S. Postal Service Certified Mail Receipt indicating the Act 91 Notice was mailed by certified mail to both Defendants, John Richard (Rick) Fullington and Lorretta (L.) Fullington. The "Track & Confirm" report from the United States Postal Service website indicates that such certified mailings were "Delivered" to both defendants in Clearfield. *(See report of receipt numbers 7006-3450-0002-0093-6395 and 7006-3450-0002-0093-6371.)*

11. Despite the fact that the Complaint does not reference a signature by Defendants for receipt of the required notice, Plaintiff satisfied the all notice and service requirement for instituting mortgage foreclosure by mailing the Act 91 Notice by certified mail to each defendant at the last known address, and to the address of the

mortgaged premises. The denials in Paragraph 7 of Defendant Loretta Fullington's Answer to Complaint do not provide a basis for defending this action.

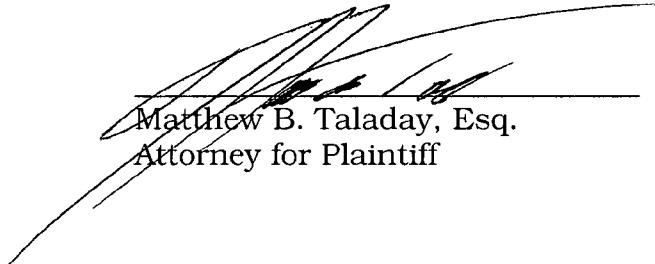
12. Defendant further alleges in her Answer that, notwithstanding her denying having received the Act 91 Notice, she did seek mortgage assistance due to a disability. (*See Ex. 2, Answer To Complaint, at Paragraph 8*). Therefore, any alleged technical defect in the service of the notice is harmless error since Defendants had actual notice of the intent to foreclose and knowledge of the right to seek mortgage assistance under the Homeowner's Emergency Assistance Act.

13. In Paragraph 9 of Defendant's Answer, she admits that some mortgage payments may be past due, but denies the mortgage is in default. This answer presents a contradiction of facts. If payments are admittedly "past due," then the debtors have in fact defaulted on their mortgage obligations. The Mortgage is certainly in default in that no payments had been made for eight months prior to filing the Complaint; and no payments have been made in more than a year since this action was commenced.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment on the pleadings against Defendant Loretta P. Fullington in the amount of \$111,665.91, plus interest thereon at a per diem rate of \$22.80 on the unpaid principal balance from January 16, 2008, together with all late fees, costs and reasonable attorney's fees incurred.

Respectfully submitted,

HANAK, GUIDO AND TALADAY



Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

No.

vs.

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON
Defendants

Type of Case:
MORTGAGE FORECLOSURE

Type of Pleading:
COMPLAINT

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. _____
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

NOTICE

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 defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed 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.

MIDPENN LEGAL SERVICES
211 1/2 East Locust Street
Clearfield, PA 16830
800-326-9177

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. _____
vs. :
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW, comes the Plaintiff, NORTHWEST SAVINGS BANK, by and through its attorneys, HANAK, GUIDO AND TALADAY, and brings this Complaint in Mortgage Foreclosure, averring as follows:

1. Plaintiff, NORTHWEST SAVINGS BANK, is a savings bank organized and existing under the laws of the Commonwealth of Pennsylvania with a business address of 100 Liberty Street, P. O. Box 337, Warren, Pennsylvania, 16365.
2. Defendant, John Richard Fullington Jr. and Loretta P. Fullington are adult individuals, and husband and wife, with an address and place of residence now or formerly at 929 South Sixth Street, Clearfield, Pennsylvania 16830.
3. Upon further search, Defendant, John Richard Fullington may now have an address and place of residence at 6 Northwest 4th Avenue, Clearfield, Pennsylvania 16830.

4. Plaintiff brings this action to foreclose on a Primeline Home Equity Open-End Mortgage (the "Mortgage") dated January 18, 2000, between Defendants as Mortgagors and Northwest Savings Bank as Mortgagee. The mortgage was recorded on January 20, 2000 in the Clearfield County Recorder's Office at instrument number 200000950. A true and correct copy of the Mortgage is attached hereto and marked as Exhibit "A".

5. The Mortgage secures Defendants' certain Home Equity Credit Line Note and Agreement (the "Note") dated January 18, 2000, providing for a maximum credit limit of One Hundred and Forty Thousand Dollars (\$140,000.00) payable to the Plaintiff in variable monthly installments (2% of the outstanding balance) together with simple interest at a variable rate beginning at 9% (the "Note"). A true and correct copy of the Note is attached hereto and marked as Exhibit "B".

6. The real property subject to the Mortgage is identified as 929 South Sixth Street, Clearfield, Clearfield County, Pennsylvania, and is more specifically described as:

All that certain parcel situated in the Borough of Clearfield, Ward 2, County of Clearfield, Commonwealth of Pennsylvania, Being the Same Premises which vested in the Mortgagor by Deed dated 02/10/82 of record in Clearfield County, Deed Book Volume #826, Page #435
Map #4.2-K08-703-6

7. In accordance with 41 P.S. Section 403 and the Homeowners Emergency Mortgage Assistance Act of 1983, notice was given to Defendants via certified mail at their last known addresses. Copies of

the "certified mail receipts" and United States Post Office confirmation of delivery are attached hereto as Exhibit "C".

8. More than 30 days have passed since the issuance of the above notice, and the Defendants have failed to cure the default.

9. The Mortgage is in default in that the principal and interest payments due upon said mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable..

10. As of January 16, 2008, the total arrearage on the mortgage account is as follows:

Principal arrearage	\$ 5,581.75
Interest arrearage	\$ 2,985.02
Late Charge	\$ 643.17
TOTAL ARREARAGE	\$ 9,209.94

11. As of January 16, 2008, the full balance due on the mortgage loan is as follows:

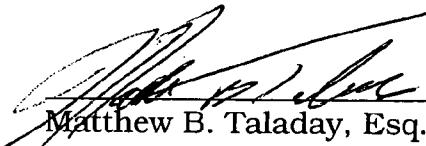
Principal	\$ 107,396.33
Interest	\$ 3,577.91 (plus \$22.80 per diem)
Late Charges	\$ 643.17
Unpaid Loan Fees	\$ 48.50
TOTAL DUE	\$ 111,665.91

Attorney fees, additional late fees, and per diem interest to be added.

WHEREFORE, Plaintiff, NORTHWEST SAVINGS BANK, demands judgment against Defendants in the amount of \$111,665.91, plus interest thereon at a per diem rate of \$22.80 on the unpaid principal balance from January 16, 2008, together with all late fees, costs and reasonable attorney's fees incurred.

Respectfully submitted,

HANAK, GUIDO AND TALADAY



Matthew B. Taladay, Esq.
Attorney for Plaintiff

Fullington

VERIFICATION

I, Carol A. Danielson (authorized representative),
being the Special Assets Coordinator (title) of NORTHWEST SAVINGS
BANK, being duly authorized to make this verification, have read the
foregoing Complaint. The statements therein are correct to the best of
my personal knowledge or information and belief.

This statement and verification are made subject to the
penalties of 18 Pa.C.S. Section 4904 relating to unsworn fabrication to
authorities, which provides that if I make knowingly false averments
I may be subject to criminal penalties.

Date: 2-27-08

Carol A. Danielson
Carol A. Danielson
Special Assets Coordinator

**NORTHWEST'S PRIMELINE HOME EQUITY
OPEN-END MORTGAGE
THIS OPEN-END MORTGAGE SECURES ALL FUTURE ADVANCES**

THIS OPEN-END MORTGAGE is made this 18th day of January, 2000, between the Mortgagor, John Fullington Jr. and Loretta P. Fullington, h/w and the Mortgagee, NORTHWEST SAVINGS BANK, a bank organized and existing under the laws of The Commonwealth of Pennsylvania whose address is Liberty and Second Streets, Warren, PA 16365 ("Lender").

Borrower is indebted to Lender in the principal sum of U.S. \$ 140,000.00, which indebtedness is evidenced by a Home Equity Credit Line Note and Agreement dated January 18, 2000 (the "Agreement"), the terms and provisions of which are incorporated in this Mortgage by reference, and, which Agreement evidences loans and advances which Mortgagee is required to make from time to time to or on behalf of Borrower up to a maximum credit limit of \$ 140,000.00.

TO SECURE to Lender repayment of the indebtedness evidenced by the Agreement, with interest on it and all renewals, extensions and modifications of it; payment of all other sums advanced in accordance with the Agreement or this Mortgage to protect Lender's security, with interest on those sums; and performance of Borrower's covenants and agreements contained in the Agreement and this Mortgage, Borrower mortgages, grants and conveys to Lender the following described property situated in the County of Clearfield

, Commonwealth of Pennsylvania, known and designated as:

ALL THAT CERTAIN PARCEL SITUATED IN THE BOROUGH OF CLEARFIELD, WARD 2, COUNTY OF CLEARFIELD, COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED 02/19/82 OF RECORD IN CLEARFIELD COUNTY, DEED BOOK VOLUME #826, PAGE #435

MAP #4.2-K08-703-6

929 South Sixth Street
Street Address

Pennsylvania, which was conveyed to the Borrower by deed dated February 19th, 19 82, and duly recorded in the office of the Recorder of Deeds in said County in Deed Book No. 826, Page 435 as the premises are therein described (the "Property Address").

Clearfield Borough Ward 2
Municipality

Clearfield
County

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with the property (or the leasehold estate if this Mortgage is on a leasehold) are referred to in this Mortgage as the "Property".

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

Notice: THIS MORTGAGE SECURES A HOME EQUITY AGREEMENT WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE.

Beginning on the date the indebtedness evidenced by the Agreement was incurred, the interest rate will be a daily rate equal to 0.024658 % which corresponds to 9.00 % per annum (the "Initial Rate"). Beginning on the first billing date of each month and monthly thereafter, the interest rate on the outstanding balance of all loans that the Lender makes to the Borrower under the above Agreement may vary as follows: The interest rate that the Borrower will pay will adjust to be equal to the highest prevailing prime rate published in the Wall Street Journal "Money Rates" table plus 0.50 %. The Lender will then round this interest rate up to the next one-quarter of one percent. This rounded interest rate, divided by the number of days in the year, will be the periodic daily rate. In no event will the rate charged exceed the maximum rate permitted by state or federal statutes, rules or regulations. The Lender reserves the right to substitute another comparable index for the one listed above should that index no longer be available. A change in the interest rate applicable to the Agreement will have a corresponding change in the number of payments needed to pay off the loan. If the interest rate increases, the Borrower will be required to make more payments over a longer period of time to pay off the loan.

Maximum Interest Rate 18.00 % ANNUAL PERCENTAGE RATE Minimum Interest Rate 7.00 % ANNUAL PERCENTAGE RATE

Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest and Performance of other Covenants in the Agreement. Borrower shall pay promptly when due the principal, interest and other indebtedness evidenced by the Agreement. Borrower shall perform all other covenants contained in the Agreement.

2. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Agreement and Paragraph 1 of this Mortgage shall be applied by Lender first to any late charges owed, then to interest, then to any credit insurance charges, then to principal due, and finally to any other charges provided for in this Agreement.

3. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower over this Mortgage, and leasehold payments or ground rents, if any.

4. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by having adequate extended insurance coverage against fire, flood and such other risks of physical damage to the property as the Lender may require. Adequate insurance coverage means in an amount to cover the amount of the Borrower's Maximum Credit Limit that the Lender has granted to the this Mortgage is made a part of. This insurance must be kept in force for such periods as the Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be withheld unreasonably. All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due.

5. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

6. Hazardous/Toxic Materials. Borrower shall not store or dispose of hazardous and/or toxic materials on the Property. The Borrower agrees to indemnify and hold harmless the Lender for any damages caused by such substances or any costs incurred by the Lender for the removal and disposal of such substances.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take any action that is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain the insurance in effect until the time that the requirement for maintaining the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this Paragraph 7 with interest thereon, at the interest rate determined in accordance with the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, those amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this Paragraph 7 shall require Lender to incur any expense or take any action under this Mortgage.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any inspection specifying a reasonable cause for the inspection which is related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forebearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against the successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage because of any demand made by original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. Nothing contained in this paragraph shall be construed as modifying the provisions of Paragraph 15 of this Mortgage.

11. Successors and Assigns Bound; Joint. J Several Liability; Co-signers. The covenants and agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15 of this Mortgage. All promises and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not sign the Agreement, (a) is co-signing this Mortgage, only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forebear, or make any other accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing it by regular mail addressed to Borrower at the Property Address or at any other address as Borrower may designate by notice to Lender as provided in this Mortgage, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated in this Mortgage or to any other address as Lender may designate by notice to Borrower as provided in this Mortgage. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner specified in this Mortgage.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement, which can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage and the Agreement are declared to be severable.

14. Borrower's Copy. Borrower shall be furnished a copy of this Mortgage at the time of execution or after recordation hereof.

15. Transfer of the Property or a Beneficial Interest in Borrower. Borrower agrees not to sell or transfer voluntarily or by operation of law, all or any part of the Property or an interest in it, without the prior written consent of Lender, excluding (a) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (b) the grant of any leasehold interest of three years or less not containing an option to purchase, or (c) the creation of a purchase money security interest for household appliances. This covenant shall not apply to the extent prohibited by Federal law. In addition, Borrower agrees that Borrower will not cause or permit any issuance of stock in Borrower if Borrower is a corporation, or of interests in Borrower if Borrower is a partnership or joint venture, whether by sale, exchange, conveyance, merger, consolidation or otherwise, if such will result in the transfer of control and management of the Property to other than the present principals of Borrower. If Borrower does sell or transfer voluntarily or by operation of law, all or any part of the Property or an interest in it, without the prior written consent of Lender, excepting the exclusions mentioned above in this paragraph, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage.

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

16. Assignments of Rents; Appointment of Receiver; Lender In Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to Lender sending notice to Borrower of its desire to collect rents or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

After providing notice or after abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

17. Prohibition of Additional Advances, Credit Limitation. Lender may prohibit additional extensions of credit or reduce the credit limit applicable to the Agreement during any period in which: (a) the value of the dwelling that secures this Mortgage declines significantly below the dwelling's appraised value at the time the Agreement was executed, or (b) the Lender reasonably believes that the Borrower will be unable to fulfill the repayment obligations because of a material change in the Borrower's financial circumstances, or (c) the Borrower is in default of any material obligation under this Mortgage, or (d) the Lender is precluded by government action from imposing the annual percentage rate provided for in the Note, or (e) the priority of the Lender's security interest is adversely affected by government action to the extent that the value of the security interest is less than 120 percent of the credit line, or (f) the Lender is notified by its regulatory agency that continued advances constitute an unsafe and unsound practice, or (g) the Annual Percentage Rate corresponding to the periodic rate reaches the maximum rate allowed under the plan.

18. Termination, Acceleration, Remedies. If at any time the Lender finds that there is fraud or material misrepresentation by the Borrower in connection with this Mortgage, or if the Borrower fails to meet the repayment terms on this Mortgage for any outstanding balance, or if there is a breach of any covenant of this Mortgage or any action or inaction by the Borrower that adversely affects the Lender's security for this Mortgage or any of Lender's rights in such security, the Lender may terminate the Agreement, accelerate all sums owed under this Mortgage and demand immediate payment in full of said sums. Lender prior to acceleration shall give notice to Borrower as provided by applicable law specifying among other things: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to at least one hour before the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage and in enforcing Lender's and Trustee's remedies as provided in Paragraph 18 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Release. Upon payment of all sums secured by this Mortgage and the termination of the Agreement, Lender shall discharge this Mortgage. Borrower shall pay all costs of recordation, if any.

21. Interest Rate after Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the amounts owed under this Agreement or in an action of mortgage foreclosure shall be the rate stated in the Agreement.


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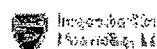
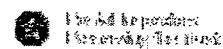
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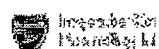
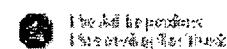
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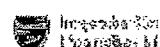
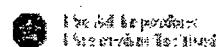
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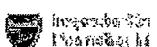
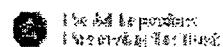
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Rick Fullington

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or PO Box No.

City, State, ZIP+4

PS Form 3800, August 2006

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK, }
Plaintiff }
vs. }
JOHN RICHARD FULLINGTON, JR. }
and LORETTA P. FULLINGTON, }
Defendants }

ANSWER TO COMPLAINT

AND NOW comes the Defendant, Loretta P. Fullington, and states as follows:

1. Admitted.
2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Denied. Defendant never received a notice as referred to in Paragraph 7. The copies of the “certified mail receipts” do not show Defendant’s signature and no copy of the notice is attached to the Complaint.
8. Denied. Defendant did seek mortgage assistance. Defendant is disabled and may qualify for said assistance.

9. Admitted in part and denied in part. It is admitted that some payments may be past due or paid late. It is denied that the mortgage is in default.

10. Denied. Defendant is unaware of the amount, if any, in arrears. No statement of loan status has been received.

11. Denied. After reasonable investigation, Defendant is without sufficient knowledge to form a belief as to the truth of the matters contained in Paragraph 11 of the Complaint. Strict proof thereof is demanded at time of trial.

WHEREFORE, Defendant requests that the Complaint be dismissed.

Respectfully submitted,



Robert C. Rayman, Esquire
Attorney for Defendant, Loretta P.
Fullington
Attorney I.D. #30339
1315 West College Ave., Suite 300
State College, PA 16801
814-234-5227

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK,
Plaintiff

vs.

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON,
Defendants

Docket No. 2008-00369-CD

VERIFICATION

I, Loretta P. Fullington, hereby verify that the facts set forth in the foregoing Answer to Complaint are true and correct to the best of my knowledge, information, and belief. I understand that false statements herein are made subject to penalties of 18 Pa. C.S.A. §4904, relating to unsworn falsification to authorities.

Date: 7-1-08


Loretta P. Fullington

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

NORTHWEST SAVINGS BANK, }
Plaintiff }
vs. }
Docket No. 2008-00369-CD
JOHN RICHARD FULLINGTON, JR. }
and LORETTA P. FULLINGTON, }
Defendants }

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Answer to Complaint was served by depositing on this date, the same with the United States Postal Service, postage prepaid, addressed to the following:

Matthew B. Taladay, Esquire
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

Dated: July 3, 2008

By:

Robert C. Rayman, Esquire

Attorney I.D. #30339

1315 West College Avenue, Suite 300

State College, PA 16801

(814) 234-5227

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. 2008-00369-CD
vs. :
: JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

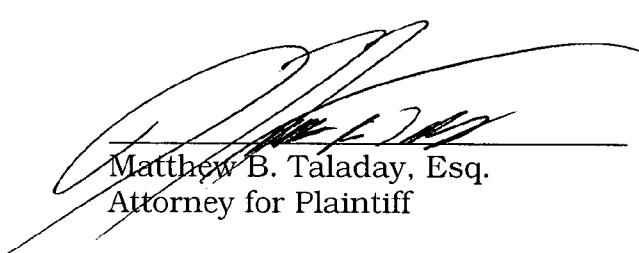
CERTIFICATE OF SERVICE

I hereby certify that on the 1st day of April, 2009,
a copy of the foregoing Motion for Judgment on the Pleadings was
forwarded by U.S. Mail, First Class, postage prepaid to the Defendants
and counsel of record for Defendants, addressed as follows:

John Richard Fullington Jr.
6 Northwest 4th Avenue
Clearfield, PA 16830

Loretta P. Fullington
929 South Sixth Street
Clearfield, PA 16830

Robert C. Rayman, Esquire
1315 West College Ave., Suite 300
State College, PA 16801


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

..... No. 2008-00369-CD

..... vs.

..... Type of Case:
MORTGAGE FORECLOSURE

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON,
Defendants

..... Type of Pleading:
PRAECIPE FOR ARGUMENT

..... Filed on Behalf of:
PLAINTIFF

..... Counsel of Record for this Party:

..... Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

5
FILED
APR 02 2009
11:07 AM
NOCC
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William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
vs. : No. 2008-00369-CD
: :
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

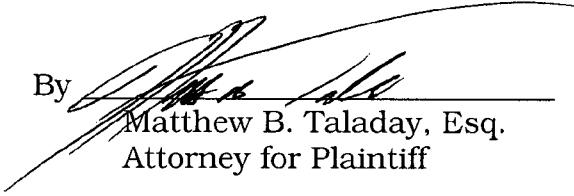
PRAECIPE FOR ARGUMENT

To: The Prothonotary of Clearfield County:

In accordance with Local Rule 1034(a)(1) and Rule 211,
kindly direct the Court Administrator to assign this case to a judge and
schedule argument for consideration of Plaintiff's Motion for Judgment
on the Pleadings.

HANAK, GUIDO & TALADAY

By


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. 2008-00369-CD
:
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

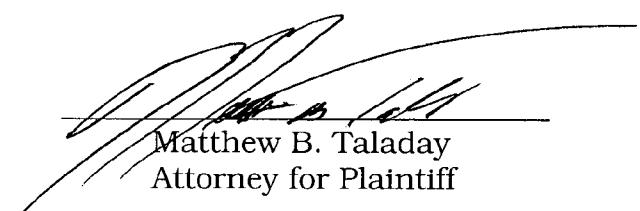
CERTIFICATE OF SERVICE

I hereby certify that on the 15th day of April, 2009,
a copy of the foregoing Praeclipe for Argument was forwarded by U.S.
Mail, First Class, postage prepaid to Defendants and counsel of record
for Defendants, addressed as follows:

John Richard Fullington Jr.
6 Northwest 4th Avenue
Clearfield, PA 16830

Loretta P. Fullington
929 South Sixth Street
Clearfield, PA 16830

Robert C. Rayman, Esquire
1315 West College Ave., Suite 300
State College, PA 16801


Matthew B. Taladay
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

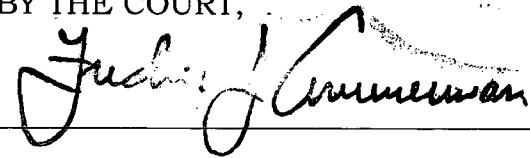
NORTHWEST SAVINGS BANK, :
Plaintiff :
: vs. : No. 2008-00369-CD
: :
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

ORDER OF COURT

AND NOW, this 3rd day of April, 2009, upon consideration
of Plaintiff's Motion for Judgment on the Pleadings,

IT IS HEREBY ORDERED that Oral Argument is scheduled
for the 3rd day of June, 2009, at 9:30 A. m. in
Courtroom No. 1 of the Clearfield County Courthouse.

BY THE COURT,



J.

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04/06/2009 *Atty*
APR 06 2009 *Taladay*
S William A. Shaw
Prothonotary/Clerk of Courts *610*

FILED

APR 06 2009

William A. Shaw
Prothonotary/Clerk of Courts

DATE: 4/6/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

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APR 09 2009
M/10/20/09
William A. Shaw
Prothonotary/Clerk of Courts
No C/C (JM)

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff : No. 2008-00369-CD
:
:
vs. : Type of Case:
: **MORTGAGE FORECLOSURE**
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants : Type of Pleading:
: **CERTIFICATE OF**
: **SERVICE**
:
: Filed on Behalf of:
: PLAINTIFF
:
:
Counsel of Record for this Party:
:
: Matthew B. Taladay, Esq.
: Supreme Court No. 49663
: Hanak, Guido and Taladay
: 528 Liberty Boulevard
: P. O. Box 487
: DuBois, PA 15801
: (814) 371-7768

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. 2008-00369-CD
vs. :
: :
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and LORETTA P. FULLINGTON :
Defendants :
:

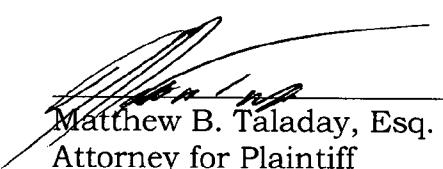
CERTIFICATE OF SERVICE

I hereby certify that on the 8th day of April, 2009, a Court certified copy of Order of Court dated April 3, 2009 was forwarded by U.S. Mail, First Class, postage prepaid to the Defendants and counsel of record for Defendants, addressed as follows:

John Richard Fullington Jr.
6 Northwest 4th Avenue
Clearfield, PA 16830

Loretta P. Fullington
929 South Sixth Street
Clearfield, PA 16830

Robert C. Rayman, Esquire
1315 West College Ave., Suite 300
State College, PA 16801


Matthew B. Taladay, Esq.
Attorney for Plaintiff

Prothonotary/Clerk of Courts
William A Shaw

APR 09 2009

FILED

u/a
FILED

MAY 06 2009

m/10146/c

William A. Shaw
Prothonotary/Clerk of Courts

No 46

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

... : No. 2008-00369-CD

vs.

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON,
Defendants

... : Type of Case:
MORTGAGE FORECLOSURE

... : Type of Pleading:
**Motion to Cancel
Oral Argument and Enter
Judgment**

... : Filed on Behalf of:
PLAINTIFF

... : Counsel of Record for this Party:

... : Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. 2008-00369-CD
vs. :
: JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

MOTION TO CANCEL ORAL ARGUMENT AND ENTER JUDGMENT

AND NOW, comes the Plaintiff, Northwest Savings Bank, by its attorneys, Hanak, Guido and Taladay, and hereby brings the within Motion to Cancel Oral Argument and Enter Judgment averring as follows:

1. The above captioned action is a mortgage foreclosure instituted by Complaint filed March 1, 2008.
2. Defendant, John Richard Fullington, Jr., did not answer the Complaint or enter a defense to the action.
3. Defendant, Loretta P. Fullington, filed an Answer to the Complaint on or about July 3, 2008.
4. Plaintiff filed a Motion for Judgment on the Pleadings on April 1, 2009 and Oral Argument was scheduled for June 3, 2009.
5. On April 13, 2009, your undersigned counsel for Plaintiff received correspondence from counsel for Loretta Fullington

indicating that his client does not intend to contest the Motion for Judgment on the Pleadings. A copy of that correspondence is attached hereto as Exhibit "A".

6. By the within Motion, Plaintiff, Northwest Savings Bank, requests this Honorable Court to cancel the Oral Argument scheduled for June 3, 2009 and to enter judgment on the pleading in its favor.

WHEREFORE, it is respectfully requested that the within Motion be granted.

Respectfully submitted,

HANAK, GUIDO and TALADAY

By Matthew B. Taladay
Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. 2008-00369-CD
vs. :
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that on the 5th day of May, 2009, a true
and correct copy of the foregoing Motion was forwarded by U.S. Mail,
First Class, postage prepaid to the Defendants and counsel of record for
Defendants, addressed as follows:

John Richard Fullington Jr.
6 Northwest 4th Avenue
Clearfield, PA 16830

Loretta P. Fullington
929 South Sixth Street
Clearfield, PA 16830

Robert C. Rayman, Esquire
1315 West College Ave., Suite 300
State College, PA 16801

Matthew B. Taladay
Matthew B. Taladay, Esq.
Attorney for Plaintiff

04-13-09

ROBERT C. RAYMAN
ATTORNEY-AT-LAW

1315 West College Ave., Suite 300
State College, Pennsylvania 16801
FAX: (814) 234-8413
e-mail rcrayman@restekecorp.com

(814) 234-5227

(814) 234-5228

April 9, 2009

Matthew B. Taladay, Esquire
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801

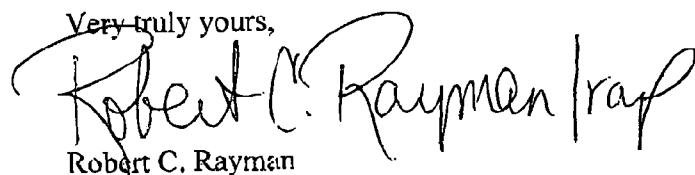
Re: Northwest Savings Bank v. Fullington (Case No. 2008-00369-CD)

Dear Mr. Taladay:

I am in receipt of your letter dated April 8, 2009, enclosing a copy of the Court Order scheduling an Oral Argument. However, we do not intend to contest this Motion. The property is currently listed for sale, and Mrs. Fullington hopes to have it sold in the near future.

If you should have any questions, please contact me.

Very truly yours,


Robert C. Rayman

RCR/rap
cc: Mrs. Loretta B. Fullington

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

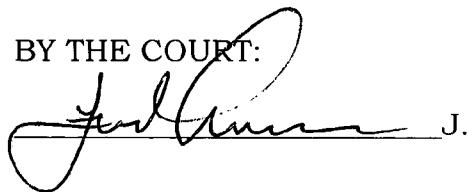
NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. 2008-00369-CD
vs. :
: JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON, :
Defendants :
:

ORDER AND DECREE

AND NOW, this 6th day of May,
2009, upon consideration of Plaintiff's Motion for Judgment on the
Pleadings and Motion to Cancel Oral Argument, and no response or
opposition to such motions having been advanced by Defendant Loretta
P. Fullington, it is HEREBY ORDERED AND DECREED:

- (1) Plaintiff's Motion for Judgment on the Pleadings is GRANTED;
and
- (2) Judgment is hereby entered in favor of Plaintiff, NORTHWEST
SAVINGS BANK, and against Defendant, LORETTA P.
FULLINGTON in the amount of \$111,665.91, plus interest
thereon at a per diem rate of \$22.80 on the unpaid principal
balance from January 16, 2008, together with all late fees, costs
and reasonable attorney's fees incurred.

BY THE COURT:


John J. Shaw

FILED
05/06/2009
Atty Tala day
MAY 06 2009
1cc

William A. Shaw
Prothonotary/Clerk of Courts

FILED

MAY 06 2009

**William A. Shaw
Prothonotary/Clerk of Courts**

DATE: 5/6/09

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s) Plaintiff(s) Attorney Other

Defendant(s) Defendant(s) Attorney

Special Instructions:

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

No. 2008-00369-CD

vs.

Type of Case:

MORTGAGE FORECLOSURE

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON
Defendants

Type of Pleading:
**CERTIFICATE OF
SERVICE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

S-FILED NO
MAY 15 2009
MAY 15 2009
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

No. 2008-00369-CD

vs.

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON
Defendants

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of May, 2009, a Court certified copy of Order of Court dated May 6, 2009 was forwarded by U.S. Mail, First Class, postage prepaid to all parties and counsel of record for Defendant addressed as follows:

John Richard Fullington Jr.
6 Northwest 4th Avenue
Clearfield, PA 16830

Robert C. Rayman, Esquire
Counsel for Defendant Loretta Fullington
1315 West College Ave., Suite 300
State College, PA 16801

Matthew B. Taladay, Esq.
Attorney for Plaintiff

FILED

NOV 30 2009

~12:30PM

William A. Shaw
Prothonotary/Clerk of Courts

NO 4/1

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK,
Plaintiff

No. 2008-00369-CD

vs.

Type of Case:

MORTGAGE FORECLOSURE

JOHN RICHARD FULLINGTON, JR.
and LORETTA P. FULLINGTON
Defendants

Type of Pleading:

**CERTIFICATE OF
SERVICE**

Filed on Behalf of:
PLAINTIFF

Counsel of Record for this Party:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

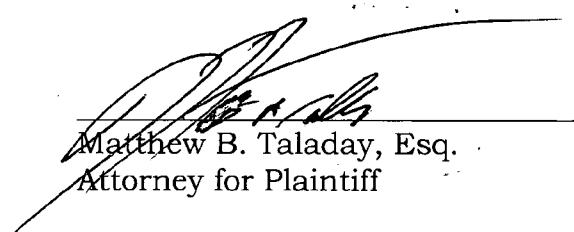
NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. 2008-00369-CD
vs. :
: JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

CERTIFICATE OF SERVICE

I hereby certify that on the 25th day of November, 2009, a copy of the Praeclipe for Writ of Execution and Writ of Execution was forwarded by U.S. Mail, First Class, postage prepaid to all parties and counsel of record for Defendant addressed as follows:

John Richard Fullington Jr.
6 Northwest 4th Avenue
Clearfield, PA 16830

Robert C. Rayman, Esquire
Counsel for Defendant Loretta Fullington
1315 West College Ave., Suite 300
State College, PA 16801


Matthew B. Taladay, Esq.
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

FILED

DEC 02 2009 (60)

William A. Shaw
Prothonotary/Clerk of Courts

atly pd 20.00

6 wri^{ts} w/
prop. descr. to
Shft

NORTHWEST SAVINGS BANK, :

Plaintiff

No. 2008-00369-CD

:

vs.

:

JOHN RICHARD FULLINGTON, JR.

and LORETTA P. FULLINGTON

Defendants

:

Type of Case:
MORTGAGE FORECLOSURE

:

Type of Pleading:
**PRAECIPE FOR WRIT
OF EXECUTION**

:

Filed on Behalf of:
PLAINTIFF

:

:

Counsel of Record for this Party:

:

Matthew B. Taladay, Esq.
Supreme Court No. 49663
Hanak, Guido and Taladay
528 Liberty Boulevard
P. O. Box 487
DuBois, PA 15801
(814) 371-7768

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
vs. : No. 2008-00369-CD
:
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Issue writ of execution in the above matter:

as a lis pendens against real property of the defendants located in
at 929 South Sixth Street, Clearfield, Pennsylvania, described more
fully on the attached Exhibit "A".

Amount due: \$111,665.91

Interest at a per diem rate
of \$22.80 from 1/16/ 2008 \$13,839.60
(as calculated through 9/15/2009)

[Interest at a per diem rate of
\$22.80 to be added from 9/15/09]: \$ _____

Costs and Fees [to be added] \$ _____ **Prothonotary costs**
\$142.00

HANAK, GUIDO AND TALADAY

By:

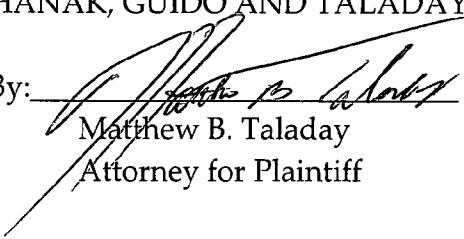

Matthew B. Taladay
Attorney for Plaintiff

EXHIBIT A

Real Property Description

Street Address:

929 South Sixth Street, Clearfield, Clearfield County, Pennsylvania.

Mortgage Description:

ALL THAT CERTAIN PARCEL SITUATED IN THE BOROUGH OF
CLEARFIELD, WARD 2, COUNTY OF CLEARFIELD,
COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME
PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED
02/19/82 OF RECORD IN CLEARFIELD COUNTY, DEED BOOK
VOLUME #826, PAGE #435.
MAP #4.2-K08-703-6

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
vs. :
:

No. 2008-00369-CD

JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

FILED
S 11/12/09 JK
DEC 02 2009
6 Writs w/prop
William A. Shaw to Sh
Prothonotary/Clerk of Courts

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

929 South Sixth Street, Clearfield, Clearfield County, Pennsylvania, and described more fully on the attached Exhibit "A".

Amount due: \$111,665.91

Interest at a per diem rate
of \$22.80 from 1/16/ 2008 \$13,839.60
(as calculated through 9/15/2009)

[Interest at a per diem rate of
\$22.80 to be added from 9/15/09]: \$ _____

Costs and Fees [to be added] \$ _____

Prothonotary costs \$142.00

Date: 11-30-09



Prothonotary

EXHIBIT A

Real Property Description

Street Address:

929 South Sixth Street, Clearfield, Clearfield County, Pennsylvania.

Mortgage Description:

ALL THAT CERTAIN PARCEL SITUATED IN THE BOROUGH OF
CLEARFIELD, WARD 2, COUNTY OF CLEARFIELD,
COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME
PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED
02/19/82 OF RECORD IN CLEARFIELD COUNTY, DEED BOOK
VOLUME #826, PAGE #435.
MAP #4.2-K08-703-6

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

FILED

DEC 02 2009

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

NORTHWEST SAVINGS BANK, Plaintiff : No. 2008-00369-CD
vs. :
JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :

AFFIDAVIT PURSUANT TO RULE 3129.1

The undersigned, counsel for Plaintiff, Northwest Savings Bank sets forth that as of the date that the Writ of Execution was filed, the following information concerning real property located in the Borough of Clearfield, Clearfield County, Pennsylvania and more fully described on the attached Exhibit "A":

1. The names and addresses of the owners are:

John Richard Fullington, Jr. 6 Northwest 4th Avenue Clearfield, PA 16830	Loretta P. Fullington 929 South Sixth Street Clearfield, PA 16830
--	---

2. Names and addresses of Defendants in the judgment:

John Richard Fullington, Jr. 6 Northwest 4th Avenue Clearfield, PA 16830	Loretta P. Fullington 929 South Sixth Street Clearfield, PA 16830
--	---

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

None

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

Northwest Savings Bank
100 Liberty Street, P.O. Box 337
Warren, Pennsylvania 16365

5. Name and address of every other person who has any record lien on the property:

None.

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

None

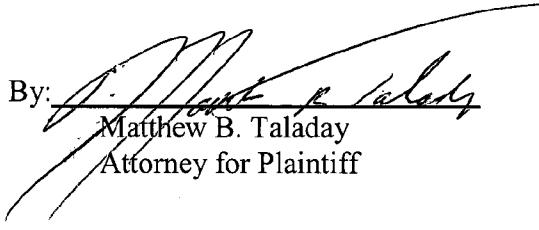
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

None

I verify that the statements made in this affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities.

HANAK, GUIDO AND TALADAY

By:


Matthew B. Taladay
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21079
NO: 08-369-CD

PLAINTIFF: NORTHWEST SAVINGS BANK

vs.

DEFENDANT: JOHN RICHARD FULLINGTON, JR. AND LORETTA P. FULLINGTON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 12/1/2009

LEVY TAKEN 1/4/2010 @ 11:00 AM

POSTED 1/4/2010 @ 11:00 AM

SALE HELD 4/9/2010

SOLD TO NORTHWEST SAVINGS BANK

SOLD FOR AMOUNT \$120,000.00 PLUS COSTS

WRIT RETURNED 6/28/2010

DATE DEED FILED 6/28/2010

PROPERTY ADDRESS 929 SOUTH SIXTH STREET CLEARFIELD, PA 16830

FILED *pa 85.00
013:55 am
JUN 28 2010*
William A. Shaw
Prothonotary/Clerk of Courts

SERVICES

1/21/2010 @ 3:00 PM SERVED JOHN RICHARD FULLINGTON, JR.

SERVED JOHN RICHARD FULLINGTON, JR., DEFENDANT, AT HIS PLACE OF EMPLOYMENT 6293 CLEARFIELD WOODLAND HIGHWAY, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JOHN RICHARD FULLINGTON, JR.

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

@ SERVED LORETTA P. FULLINGTON

DEPUTIES UNABLE TO SERVE LORETTA P. FULLINGTON AT 929 SOUTH SIXTH STREET, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA THE HOUSE WAS EMPTY.

3/9/2010 @ 10:51 AM SERVED LORETTA P. FULLINGTON

SERVED LORETTA P. FULLINGTON, DEFENDANT, AT HER RESIDENCE 212 JOHNS DRIVE, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO CLAYTON PETERS HER FATHER/ADULT AT RESIDENCE

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

@ SERVED

NOW, MARCH 1, 2010 RECEIVED A LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR MARCH 5, 2010 TO APRIL 9, 2010.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21079
NO: 08-369-CD

PLAINTIFF: NORTHWEST SAVINGS BANK

VS

vs.
DEFENDANT: JOHN RICHARD FULLINGTON, JR. AND LORETTA P. FULLINGTON

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$2,611.60

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

____ Day of _____ 2008

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL ACTION)

NORTHWEST SAVINGS BANK, :
Plaintiff :
: No. 2008-00369-CD
vs. :
: JOHN RICHARD FULLINGTON, JR. :
and LORETTA P. FULLINGTON :
Defendants :
:

WRIT OF EXECUTION

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

929 South Sixth Street, Clearfield, Clearfield County, Pennsylvania, and described more fully on the attached Exhibit "A".

Amount due: \$111,665.91

Interest at a per diem rate
of \$22.80 from 1/16/ 2008 \$13,839.60
(as calculated through 9/15/2009)

[Interest at a per diem rate of
\$22.80 to be added from 9/15/09]: \$ _____

Costs and Fees [to be added] \$ _____

Prothonotary costs \$142.00

Date: 11-30-09

Cullifer

Received this writ this 1st day
of December A.D. 2009
At 11:30 A.M.P.M.

C. A. Hawley
Sheriff *By Cynthia Butler-Clymon-Law*

EXHIBIT A

Real Property Description

Street Address:

929 South Sixth Street, Clearfield, Clearfield County, Pennsylvania.

Mortgage Description:

ALL THAT CERTAIN PARCEL SITUATED IN THE BOROUGH OF
CLEARFIELD, WARD 2, COUNTY OF CLEARFIELD,
COMMONWEALTH OF PENNSYLVANIA, BEING THE SAME
PREMISES WHICH VESTED IN THE MORTGAGOR BY DEED DATED
02/19/82 OF RECORD IN CLEARFIELD COUNTY, DEED BOOK
VOLUME #826, PAGE #435.

MAP #4.2-K08-703-6

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOHN RICHARD FULLINGTON, JR.

NO. 08-369-CD

NOW, June 28, 2010, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on April 09, 2010, I exposed the within described real estate of John Richard Fullington Jr. And Loretta P. Fullington to public venue or outcry at which time and place I sold the same to NORTHWEST SAVINGS BANK he/she being the highest bidder, for the sum of \$120,000.00 plus costs and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	2.00
LEVY	15.00
MILEAGE	2.00
POSTING	15.00
CSDS	10.00
COMMISSION	2,400.00
POSTAGE	6.60
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	6.00
ADD'L LEVY	
BID AMOUNT	120,000.00
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	10.00
TOTAL SHERIFF COSTS	\$2,621.60

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	52.00
TRANSFER TAX 2%	0.00
TOTAL DEED COSTS	\$52.00

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	111,665.91
INTEREST @ 22.8000 %	18,559.20
FROM 01/16/2008 TO 04/09/2010	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	13,839.60
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$144,104.71
COSTS:	
ADVERTISING	252.25
TAXES - COLLECTOR	961.40
TAXES - TAX CLAIM	
ASSESSMENT FEE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	52.00
SHERIFF COSTS	2,621.60
LEGAL JOURNAL COSTS	297.00
PROTHONOTARY	142.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
TOTAL COSTS	\$4,471.25

DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

CHESTER A. HAWKINS, Sheriff

HANAK, GUIDO and TALADAY
Attorneys at Law

Robert M. Hanak
Anthony S. Guido
Matthew B. Taladay

Nicole Hanak Bankovich

Telephone: (814) 371-7768
Fax: (814) 371-1974

528 Liberty Blvd.
P.O. Box 487
DuBois, PA 15801

mbtaladay@verizon.net

February 26, 2010

Attn.: Cindy
Sheriff's Department
Clearfield County Courthouse
230 E. Market Street
Clearfield, PA 16830

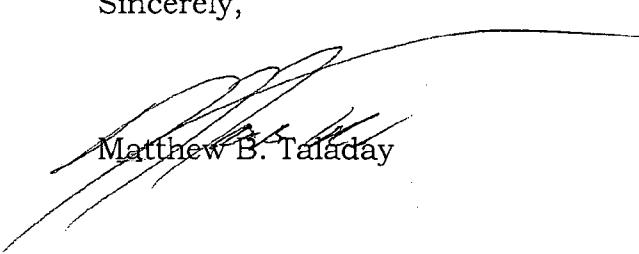
Re: Fullington Foreclosure Sale

Dear Cindy:

Please allow this letter to serve as a formal request to continue the Sheriff's Sale in the above referenced matter originally scheduled for Friday, March 5. It is my understanding that your office has not yet accomplished service on Loretta Fullington. By telephone conference of February 25, 2010, we provided you with what believe to be Ms. Fullington's current address. Please let us know when service has been accomplished.

Kindly list this sale for the April date which you advised is April 9, 2010. Thank you for your consideration in this matter. Should you require anything further regarding this request, please let me know.

Sincerely,


Matthew B. Taladay

MBT:kam

cc: Northwest Savings Bank

cc: Northwest Savings Bank
march 1, 2010

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

NORTHWEST SAVINGS BANK,

Plaintiff,

vs.

JOHN R. FULLINGTON, JR.,
Defendant.

: CIVIL ACTION - Law

: No.: 2008 CR 00369

: Type of Pleading:
: PRAECIPE FOR SATISFACTION
: OF JUDGMENT

: Filed on behalf of: Plaintiff

: Counsel of Record for this
: Party:

: John G. Achille, Esquire
: PA ID No. 28431

: Achille, Ellermeyer & Wallisch,
: Attorneys at Law
: 379 Main Street
: Brookville, PA 15825
: Telephone: 814/849-6701
: FAX: 814/849-2889

5 **FILED** pd \$7.00 AMY
M 11:14am 1CC AMY
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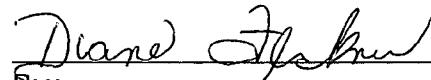
William A. Shaw
Prothonotary/Clerk of Courts

NORTHWEST SAVINGS BANK, : IN THE COURT OF COMMON
Plaintiff, : PLEAS OF CLEARFIELD COUNTY
vs. : PENNSYLVANIA
: : CIVIL ACTION - Law
JOHN RICHARD FULLINGTON, JR., : No.: 2008 CR 00369
Defendant. : :

PRAECIPE FOR SATISFACTION OF JUDGMENT

TO THE PROTHONOTARY:

Please mark the Judgment against the above-captioned Defendant as satisfied.



By: Diana Flickner
For: Northwest Savings Bank
Title: AVP Loss Mitigation

2608-369-CD

PARTIAL RELEASE of MORTGAGE FORECLOSURE

J. RICHARD FULLINGTON, a/k/a : Recorder's Office of Clearfield County,
J. RICHARD FULLINGTON, JR., : Pennsylvania
LORETTA P. FULLINGTON, :
Mortgagors, :
and : MORTGAGE FORECLOSURE ACTION
NORTHWEST SAVINGS BANK, : Dated: 02/11/2000
Mortgagee, : Recorded: 03/07/2000
: Instrument No. 200003074

FILED pd \$7.00
m 11:49 cm Atty
JAN 02 2014
William A. Shaw
Honorary Clerk of Courts
ICC Atty
Heitkel

KNOW ALL MEN BY THESE PRESENTS, THAT

WHEREAS, J. Richard Fullington a/k/a J. Richard Fullington, Jr., and Loretta P. Fullington, Mortgagors, by indenture of mortgage recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania, as Instrument No. 200003074, did grant and convey by Mortgage unto Northwest Saving Bank, the premises therein particularly described to secure payment of a certain debt or principal sum of \$72,375 with interest as therein mentioned;

WHEREAS, the Mortgagor's Estate is desirous of having the premises hereinafter described released from the lien and operation of said mortgage;

NOW, THEREFORE, be it known that Northwest Savings Bank, in consideration of the premises and of the sum of Fifteen Thousand Four Hundred Fourteen and 53/100 (\$15,414.53) Dollars, lawful money to it in hand paid by the J. Richard Fullington a/k/a J. Richard Fullington, Jr., and Loretta P. Fullington, at the time of the execution hereof; the receipt whereof is hereby acknowledged, has remised, released, quit-claimed, exonerated and discharged, and by these presents, does remise, release, quit-claim, exonerate and discharge unto the said Mortgagors, their heirs and assigns:

ALL those certain lots together with buildings erected thereon situate in the Borough of Clearfield, Clearfield County, State of Pennsylvania, more particularly bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin on the corner of the lot of Richard Fullington on South Fourth Street; thence by the line of South Fourth Street, south two (2) degrees thirty (30) minutes west twenty-eight (28) feet to an iron pin at the corner of Alfred Hess property; thence by the line of the Alfred Hess property north eighty-seven (87) degrees twenty (20) minutes west fifty (50) feet to an iron pin on the line of the Ann C. Dotts property; thence by the line of the Ann C. Dotts property north two (2) degrees thirty (30) minutes east twenty-eight (28) feet to an iron pin on the line of the Richard Fullington property; thence by the line of the Richard Fullington property south eighty-seven (87) degrees twenty (20) minutes east fifty (50) feet to an iron pin at South Fourth Street and place of beginning.

BEING a part of Lot 180 in the Plan of Clearfield Lots, now located in the Fourth Ward of Clearfield Borough.

THE SECOND THEREOF: BEGINNING at an iron pipe corner at the north side of Cherry Street, said pipe being located 106.9 feet east of the twenty foot alley located between Third and Fourth Streets, and being the southeast corner of the lot recently sold by J. Roy Fullington to James T. Kane and wife; thence along said Kane lot and parallel to the aforesaid twenty foot alley North 106.0 feet to an iron pipe on line of lot recently sold by J. Roy Fullington to The Fullington Auto Bus Company; thence along said Auto Bus Company East 43.3 feet to an iron pipe on line of Lot No. 180; thence byline of Lot No. 180 South 106.0 feet to a pipe at the north line of Cherry Street; thence by Cherry Street West 43.3 feet to the place of beginning.

BEING the same premises granted and conveyed from Loretta P. Fullington to J. Richard Fullington, Jr., by Deed dated August 17, 2010, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, as Instrument Number - 201013252.

Said John Richard Fullington, Jr., died on July 13, 2012, and John G. Achille was thereafter appointed as Administrator. Letters of Administration, C.T.A. were issued by the Clearfield County Register of Wills to John G. Achille, Esquire, on August 3, 2013. (File No. 1712 - 0458)

The above-described premises are known on the Clearfield County Assessment Maps No. 4.4 K8 219-23.

TO HAVE AND TO HOLD, the same, with the appurtenances, unto the said Mortgagor, his heirs and assigns forever freed, exonerated and discharged of and from the lien of said Mortgage, and every part thereof.

PROVIDED, ALWAYS, NEVERTHELESS, That nothing herein contained shall in anyway affect, alter or diminish the lien or incumbrance of the aforesaid Mortgage on the remaining part of said Mortgaged premises, or the remedies at law for recovering thereof or against the said Mortgagor, his heirs or assigns, the principal sum, with interest secured by said Mortgage.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this 23rd day of December, two thousand thirteen (2013).

ATTEST:

Kathy Dey
Witness

Commonwealth of Pennsylvania

ss
County of Warren

On this 23rd day of December, 2013, before me, the undersigned officer, a notary public, personally appeared Dean C. Huya, Vice President, Special Assets for Northwest Savings Bank, 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.

Sworn and subscribed before me, the day and year aforesaid.

NOTARIAL SEAL
SCOTT A FRAZIER
Notary Public
WARREN CITY, WARREN COUNTY
My Commission Expires Jan 25, 2016

Dean C. Huya
Notary Public

EXHIBIT "A"

ALL those certain lots together with buildings erected thereon situate in the Borough of Clearfield, Clearfield County, State of Pennsylvania, more particularly bounded and described as follows:

THE FIRST THEREOF: BEGINNING at an iron pin on the corner of the lot of Richard Fullington on South Fourth Street; thence by the line of South Fourth Street, south two (2) degrees thirty (30) minutes west twenty-eight (28) feet to an iron pin at the corner of Alfred Hess property; thence by the line of the Alfred Hess property north eighty-seven (87) degrees twenty (20) minutes west fifty (50) feet to an iron pin on the line of the Ann C> Dotts property; thence by the line of the Ann C. Dotts property north two (2) degrees thirty (30) minutes east twenty-eight (28). feet to an iron pin on the line of the Richard Fullington property; thence by the line of the Richard Fullington property south eighty-seven (87) degrees twenty (20) minutes east fifty (50) feet to an iron pin at South Fourth Street and place of beginning,

BEING a part of Lot 180 in the Plan of Clearfield Lots, now located in the Fourth Ward of Clearfield Borough.

THE SECOND THEREOF: BEGINNING at an iron pipe corner at the north side of Cherry Street, said pipe being located 106.9 feet east of the twenty foot alley located between Third and Fourth Streets, and being the southeast corner of the lot recently sold by J. Roy Fullington to James T. Kane and wife; thence along said Kane lot and parallel to the aforesaid twenty foot alley North 106.0 feet to an iron pipe on line of lot recently sold by J. Roy Fullington to The Fullington Auto Bus Company; thence along said Auto Bus Company East 43.3 feet to an iron pipe on line of Lot No. 180; thence byline of Lot No. 180 South 106.0 feet to a pipe at the north line of Cherry Street; thence by Cherry Street West 43.3 feet to the place of beginning.



**NORTHWEST
SAVINGS BANK**

**NORTHWEST'S PRIMELINE
HOME EQUITY AGREEMENT**

Date: January 14th, 2000
 Name: John Richard Fullington Jr.
 Name: Loretta L. Fullington
 Address: 929 South Sixth Street, Clearfield, PA 16830

Maximum Credit Limit: \$ 140,000.00
 Account Number: 559800001402
 Monthly Payment Due Date: 5th

This loan contract known as Northwest's Primeline Home Equity Agreement between the Borrower(s) and Creditor will be referred to as "Agreement". In this Agreement the words "I", "Me" and "My" mean the Borrower(s) who have signed below. "You" and "Your" mean the Creditor named above, and to any assignee or subsequent holder of this Agreement.

If there is more than one Borrower signing this Agreement, each one can borrow money individually or jointly with any of the others. Each Borrower is responsible for the repayment of all amounts owed at any time under this Agreement, and agrees to all of the following terms:

BASIC LOAN INFORMATION - METHOD OF ACCESSING LOAN ADVANCES

NORTHWEST'S PRIMELINE HOME EQUITY AGREEMENT is designed for individuals who want to write themselves a loan for any purchase and still have the convenience to accomplish this by writing a check. Except as provided in the rest of this Agreement, your Agreement with me to make loans to me is an absolute obligation on your part. This means that you must make each and every loan that I request, up to my Maximum Credit Limit, subject to any restrictions that are part of this Agreement. However, your absolute obligation to make loans to me ends when I perform an Event of Default as described on the reverse side of this Agreement. I understand that I am totally prohibited from requesting loans from you for the purpose of making any required payments to you.

DIRECT LOAN ADVANCES

In this case, I understand I can request loans from this Account simply by filling out one of the special checks that I'll receive. My special checks can be used just like any other bank check. You'll lend me the exact amount of my special check, up to the Maximum Credit Limit referred to above and subject to the Minimum Loan Amounts below.

MINIMUM LOAN AMOUNTS

The minimum amount of any loan you make to me will be \$100.00. If I do request a loan that is below the minimum loan amount, you have no obligation to make it and can return my check and refuse my request. If, at your sole option, you choose to pay this amount, all the terms of this Agreement will be applicable to this loan also.

MAXIMUM CREDIT LIMIT

My Maximum Credit Limit for this Account appears at the top of this Agreement. I agree not to allow my total unpaid balance to exceed this amount unless you tell me in writing that you have increased my limit. If I do request a loan that exceeds my limit, you have no obligation to make it and can return my check and refuse my request. If you do refuse my request, I understand that you will charge me the NSF fee disclosed below. If, at your sole option, you choose to extend the additional amount over my Maximum Credit Limit, all the terms of this Agreement will be applicable to this loan also.

PROMISE TO PAY

I promise to pay you all amounts borrowed under this Agreement, plus any Finance Charge, Credit Insurance Premiums, late charge, collection cost, or other amounts due. In addition to my checks, I agree to be responsible for repayment of any loans you make to cover checks written by anyone else authorized to draw on this Agreement, whether or not they have signed this Agreement. The amount due on this Account along with any Finance Charges will appear on a monthly statement. I may pay the entire amount due or a monthly installment as specified by you. Minimum monthly payments will be Two 2.00 percent (2.00%) of the outstanding balance plus any applicable Credit Insurance Premiums, but in no case less than Two 2.00 dollars (\$ 50.00) per month, and shall be due and payable on the date shown on the monthly Loan Statement. There

Fifty 50 may be other charges described in this Agreement that I will be obligated to pay. If my total outstanding balance is less than 50 50 dollars (\$ 50.00) the total amount will be due. I agree that your books and records will be sufficient evidence of my obligations to you under this Agreement.

I promise to pay the cost of Credit Insurance if any borrower is insured. If another borrower other than me signs this Agreement, I will be responsible for the payment of Credit Insurance Coverage, regardless of which of us is insured. SEE CREDIT INSURANCE SECTION BELOW AND ON REVERSE SIDE HEREOF ABOUT WHETHER CREDIT INSURANCE APPLIES TO THIS AGREEMENT.

The application of payments on amounts due under this Agreement will be as follows: first to any late charges owed, then to interest, then to any credit insurance charges, then to principal due, and finally to any other charges provided for in this Agreement.

FINANCE CHARGE

If I have no loans outstanding I will pay no Finance Charge. The FINANCE CHARGE begins the date each advance is posted to my account, at the Periodic Rate of 0.024658 %. That Periodic Rate, when multiplied by 365 is equal to an ANNUAL PERCENTAGE RATE of 9.00 %. The Annual Percentage Rate includes only interest and not other costs.

This Finance Charge will accrue at the rates shown above or at the rate determined below on each loan from the date it is made until it is repaid. I agree that any judgement against me for any loan balance will bear interest at the same rate of interest until it is paid. You will figure the Finance Charge on my account by applying the Periodic Rate to the "average daily balance" of my account (including current transactions). To get the "average daily balance" you will take the beginning balance of my account each day, add any new advances (loans) and subtract any payments or credits and unpaid Finance Charges. This gives you the daily balance. Then you add up all my daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "average daily balance." That average daily balance will be multiplied by the Periodic Rate and by the number of days in the billing cycle to determine the Finance Charge for the billing cycle. The interest rate is subject to change as described below.

TAX DEDUCTIBILITY

I should consult a tax advisor regarding the deductibility of interest and charges for the line.

LATE CHARGE

If any required payment is not made in full within 15 days after the date that it is due, I will pay a late charge of 10.00% of the payment that has not been paid or \$20.00, whichever is greater.

VARIABLE INTEREST RATE

The interest rate on the outstanding balance of all loans you have made to me under this Agreement may vary. The interest rate that I will pay will begin on the date that I incur any indebtedness evidenced by this Agreement. The interest rate will be 9.00 % per annum (the "Initial Rate"). Beginning on the first billing date of each month and monthly thereafter, the interest rate on the outstanding balance of all loans that you make to me under this Agreement may vary as follows: The interest rate that I will pay under this Agreement will adjust to be equal to the highest prevailing prime rate published in the Wall Street Journal "Money Rates" table, plus 0.50 %. The Lender will then round this interest rate up to the next one-quarter of one percent. This rounded interest rate, divided by the number of days in the year, will be the periodic daily rate. In no event will the rate charged exceed the maximum rate permitted by state or federal statutes, rules or regulations. The Lender reserves the right to substitute another comparable index for the one listed above should that index no longer be available. A change in the interest rate applicable to the Agreement will have a corresponding change in the number of payments needed to pay off the loan. If the interest rate increases, I will be required to make more payments over a longer period of time to pay off the loan.

Maximum Interest Rate 18.00 % ANNUAL PERCENTAGE RATE Minimum Interest Rate 7.00 % ANNUAL PERCENTAGE RATE

ADDITIONAL SECURITY

To secure payment of all loans and other amounts due you hereunder, including future advances, and performance of all my obligations pursuant to the terms of this Agreement, I hereby grant you a security interest in and agree to execute and deliver to you a mortgage or deed of trust on the real property described in the mortgage or deed of trust, which security instrument is incorporated by reference herein and made part hereof. I agree that the lien of the mortgage or deed of trust shall also extend to all present and future easements and other rights benefitting such real property, buildings and improvements located on it at any time, all attachments, fixtures, equipment and appliances now, or hereafter attached to such buildings and improvements or used to operate them, and all proceeds thereof.

I agree that this mortgage or deed of trust, security interest and assignment shall cover property and proceeds thereof that I may acquire in the future to the extent indicated: I also agree that this mortgage or deed of trust, security interest and assignment shall secure all loans made by you hereunder at any time, even though my outstanding account balance may be reduced to zero at any time and from time to time.

This mortgage or deed of trust requires any other owners of the property and I to purchase and maintain adequate extended insurance coverage against fire, flood and such other risks of physical damage to the property as you may require. Adequate insurance coverage means in an amount to cover the amount of my Maximum Credit Limit that you have granted to me. In addition to the amount of insurance necessary to cover any items prior to yours on the property securing this Line of Credit with you. I understand that this insurance will protect your interest in the property while this Agreement is in effect. I ALSO UNDERSTAND THAT ANY OTHER OWNERS OF THE PROPERTY AND I CAN OBTAIN ANY INSURANCE THAT YOU REQUIRE FROM ANY AGENT, BROKER OR INSURANCE COMPANY OF MY CHOICE. They must be licensed to do business in the state of Pennsylvania and rated A VI by Best Insurance Guide Rating. You may also not accept any insurance company or policy for any other reasonable cause. The insurance policy and any renewal providing the necessary insurance described above shall be in a form acceptable to you and shall include a standard mortgage clause in favor of you. You may also require me to put monies into escrow for taxes and insurance. Any proceeds of insurance which I am required to obtain and any monies that I may now or later put into escrow will also be security for all sums due on this Agreement.

Physical damage insurance against loss or damage to the collateral: is is not required. If not required at this time, it may be required later.

Flood Insurance: is is not required at this time. If not required at this time, it may be required later.

I may obtain physical damage insurance, fire and extended coverage insurance, and flood insurance from any agent or insurer of my choice, subject to your acceptance.

CREDIT INSURANCE

Credit Life Insurance is not required to obtain credit. I understand that you will provide no coverage unless I've signed for the coverage, am/are approved by the Insurance Company and agree to pay the additional cost for this insurance. If I/we want credit life insurance and am/are qualified for it, I understand that you will arrange for such insurance under your group policy with **American General Assurance Company**.

THE MONTHLY PREMIUM RATE FOR SINGLE CREDIT LIFE INSURANCE IS 0.705 PER \$1,000 COMPUTED ON THE OUTSTANDING INSURABLE BALANCE AT THE END OF YOUR BILLING CYCLE.

THE MONTHLY PREMIUM RATE FOR JOINT CREDIT LIFE INSURANCE IS 1.234 PER \$1,000 COMPUTED ON THE OUTSTANDING INSURABLE BALANCE AT THE END OF YOUR BILLING CYCLE.

The above costs are subject to change from time to time when the premium that **American General** pays under its group policy changes.

do do not want single credit life insurance. Signature of Proposed Insured Borrower: John Richard Fullington Jr. What is your age? 50 years.

do do not want joint credit life insurance. Signature of Proposed Insured Borrower: Loretta L. Fullington Signature of Proposed Insured Borrower: John Richard Fullington Jr. What is your age? 50 years.

What are your ages? 50 years 50 years.

FEES AND CHARGES

I understand that I will be charged certain fees in relation to administering this account and that they are subject to change.

If I request a photocopy of a check, periodic statement, or document in connection with this Agreement, I will pay the fee in effect at that time.

Currently, the fee is 3.00. In addition, I will pay the following fees:

fee for stopping payment of a check \$ 10.00 Present fee for Satisfying Mortgage 15.50 (I will pay the fee in effect upon termination of this Agreement.)

Annual Maintenance Fee \$ 15.00 not at present

other **Returned Check** \$ 15.00

I understand that the following charges are charges that you incur when you make the Line of Credit Account available to me. I will pay these charges to you in cash on the date I sign this Agreement.

Closing Costs

	Paid in Cash	To Be Financed
a. Credit Report	\$ <u>—</u>	\$ <u>—</u>
b. Title Examination	\$ <u>—</u>	\$ <u>—</u>
c. Appraisal	\$ <u>—</u>	\$ <u>—</u>
d. Title Insurance	\$ <u>—</u>	\$ <u>—</u>
e. Survey	\$ <u>—</u>	\$ <u>—</u>
f. Recording Fee	\$ <u>—</u>	\$ <u>—</u>
g. Notary Fee	\$ <u>—</u>	\$ <u>—</u>
h. Attorney's Fee	\$ <u>—</u>	\$ <u>—</u>
Total:	\$ <u>0</u>	\$ <u>0</u>
		Total Closing Costs <u>\$ 0</u>

I ACKNOWLEDGE HAVING READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS ON THE FRONT AND REVERSE SIDES OF THIS AGREEMENT.

John Richard Fullington Jr. Date: 01-18-00 Signature of Co-Borrower Loretta L. Fullington Date: 01-18-00 Signature of Borrower John Richard Fullington Jr. Date: 01-18-00

IMPORTANT: SEE REVERSE SIDE FOR THE REST OF THIS AGREEMENT AND BORROWER'S RIGHTS IN CASE OF ERRORS.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date 08/07/07

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 this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME(S):
PROPERTY ADDRESS:

J RICHARD AND LORETTA P FULLINGTON
516 SABULA OUTING CLUB RD.

DUBOIS, PA 15801

559800001402

LOAN ACCT. NO.:
ORIGINAL LENDER:
CURRENT LENDER/SERVICER:

Northwest Savings Bank

Northwest Savings Bank

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 later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency 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 A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT—The MORTGAGE debt held by the above lender on your property located at:
929 SOUTH SIXTH ST. CLEARFIELD, PA 16830

IS SERIOUSLY IN DEFAULT because:

- YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:
JUNE 2007- 1061.27 JULY 2007-1069.66 AUGUST 2007-1066.04

Other charges (explain/itemize): **106.97**

TOTAL AMOUNT PAST DUE \$3303.94

- YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

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 \$ 3303.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Northwest Savings Bank
P.O. Box 337, 100 Liberty St.
Warren, Pa. 16365

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

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 this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, 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. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$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 principal 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 actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Northwest Savings Bank
Address: P.O. Box 337, 100 Liberty St.
Warren, Pa. 16365
Phone Number: 1-877-300-5767
Fax Number: 1-814-728-7740
Contact Person: DARREN MOORE

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 may not (CHECK ONE) 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE



NORTHWEST
PENNSYLVANIA HOMEOWNERS HOME
SAVINGS BANK MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

Where people make the difference
CLEARFIELD COUNTY

100 LIBERTY STREET - P. O. BOX 337 - WARREN, PENNSYLVANIA 16365 - FAX: (814) 728-7740

Keystone Economic Development Corporation

1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

Indiana Co. Comm Action Progm
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335

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

CCCS of Northeastern PA
208 Hamilton Ave, Suite 1
Hamilton Square Plaza
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

Northwest Direct: 1-877-672-5678

www.northwestsavingsbank.com

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date 08/07/07

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 this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME(S):
PROPERTY ADDRESS:

J RICHARD AND LORETTA P FULLINGTON
516 SABULA OUTING CLUB RD.

DUBOIS, PA 15801

559800001402

LOAN ACCT. NO.:

Northwest Savings Bank

ORIGINAL LENDER:

Northwest Savings Bank

CURRENT LENDER/SERVICER:

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 later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with 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 A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT—The MORTGAGE debt held by the above lender on your property located at: 929 SOUTH SIXTH ST. 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:

JUNE 2007- 1061.27 JULY 2007-1069.66 AUGUST 2007-1066.04

Other charges (explain/itemize): 106.97

TOTAL AMOUNT PAST DUE \$3303.94

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

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 \$ 3303.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Northwest Savings Bank
P.O. Box 337, 100 Liberty St.
Warren, Pa. 16365

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

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 this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, 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. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$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 principal 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 actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Northwest Savings Bank
Address: P.O. Box 337, 100 Liberty St.
Warren, Pa. 16365
Phone Number: 1-877-300-5767
Fax Number: 1-814-728-7740
Contact Person: DARREN MOORE

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 may not (CHECK ONE) 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.)
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- TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE



NORTHWEST
PENNSYLVANIA HOME FINANCE AGENCY
HOME OWNERS EQUITY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES
SAVINGS BANK

Where people make the difference
CLEARFIELD COUNTY

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Keystone Economic Development Corporation

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Hamilton Square Plaza
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

Northwest Direct: 1-877-672-5678

www.northwestsavingsbank.com



NORTHWEST PRIMELINE HOME EQUITY AGREEMENT

Date: January 10th, 2000Maximum Credit Limit: \$ 140,000.00Name: John Richard Fullington Jr.Account Number: 559800001402Name: Loretta L. FullingtonMonthly Payment Due Date: 5thAddress: 928 South Sixth Street, Clarifield, PA 16820

This loan contract known as Northwest's Primeline Home Equity Agreement between the Borrower(s) and Creditor will be referred to as "Agreement". In this Agreement the words "I", "Me" and "My" mean the Borrower who have signed below, "You" and "Your" mean the Creditor named above, and to any assignee or subsequent holder of this Agreement.

If there is more than one Borrower signing this Agreement, each one can borrow money individually or jointly with any of the others. Each Borrower is responsible for the repayment of all amounts outstanding at any time under this Agreement, and agrees to all of the following terms:

BASIC LOAN INFORMATION - METHOD OF ACCESSING LOAN ADVANCES

NORTHWEST'S PRIMELINE HOME EQUITY AGREEMENT is designed for individuals who want to write themselves a loan for any purchase and still have the convenience to accomplish this by writing a check. Except as provided in the rest of this Agreement, your Agreement with me to make loans to me is an absolute obligation on your part. This means that you must make each and every loan that I request, up to my Maximum Credit Limit, subject to any restrictions that are part of this Agreement. However, your absolute obligation to make loans to me ends when I perform an Event of Default as described on the reverse side of this Agreement. I understand that I am totally prohibited from requesting loans from you for the purpose of making any required payments to you.

DIRECT LOAN ADVANCES

In this case, I understand I can request loans from this Account simply by filling out one of the special checks that I'll receive. My special checks can be used just like any other bank check. You'll lend me the exact amount of my special check up to the Maximum Credit Limit referred to above and subject to the Minimum Loan Amounts below.

MINIMUM LOAN AMOUNTS

The minimum amount of any loan you make to me will be \$100.00. If I do request a loan that is below the minimum loan amount, you have no obligation to make it and can return my check and refuse my request. If, at your sole option, you choose to pay this amount, all the terms of this Agreement will be applicable to this loan also.

MAXIMUM CREDIT LIMIT

My Maximum Credit Limit for this Account appears at the top of this Agreement. I agree not to allow my total unpaid balance to exceed this amount unless you tell me in writing that you have increased my limit. If I do request a loan that exceeds my limit, you have no obligation to make it and can return my check and refuse my request. If you do refuse my request, I understand that you will charge me the NSF fee disclosed below. If, at your sole option, you choose to extend the additional amount over my Maximum Credit Limit, all the terms of this Agreement will be applicable to this loan also.

PROMISE TO PAY

I promise to pay you all amounts borrowed under this Agreement, plus any Finance Charge, Credit Insurance Premiums, late charge, collection cost, or other amounts due, in addition to my checks, agree to be responsible for repayment of any loans you make to cover checks written by anyone else authorized to draw on this Agreement, whether or not they have signed this Agreement. The amount due on this Account along with any Finance Charges will appear on a monthly statement. I may pay the entire amount due or a monthly installment as specified by you. Minimum monthly payment will be Two

Fifty dollars (50.00) percent 2.00 % of the outstanding balance plus any applicable Credit Insurance Premiums, but in no case less than Fifty dollars (50.00) percent 2.00 % of the total amount will be due. I agree that your books and records will be sufficient evidence of my obligations to you under this Agreement.

I promise to pay the cost of Credit Insurance if any borrowing is insured. If another borrower other than me signs this Agreement, I will be responsible for the payment of Credit Insurance Coverage, regardless of which of us is insured. SEE CREDIT INSURANCE SECTION BELOW AND ON REVERSE SIDE HEREOF ABOUT WHETHER CREDIT INSURANCE APPLIES TO THIS AGREEMENT.

The application of payment amounts due under this Agreement will be as follows: first to any late charges owed, then to interest, then to any credit insurance charges, then to principal due, and finally to any other charges provided for in this Agreement.

FINANCE CHARGE

If I have no loans outstanding I will pay no Finance Charge. The FINANCE CHARGE begins the date each advance is posted to my account, at the Periodic Rate of **0.024659** %. That Periodic Rate, when multiplied by 365 is equal to an ANNUAL PERCENTAGE RATE of **9.00** %. The Annual Percentage Rate includes only interest and no other costs.

This Finance Charge will accrue at the rates shown above or at the rates determined below on each loan from the date it is made until it is repaid. I agree that any judgement against me or any loan balance will bear interest at the same rate or rates until it is paid. You will figure the Finance Charge on my account by applying the Periodic Rate to the "average daily balance" of my account (including current transactions). To get the "average daily balance" you will take the beginning balance of my account each day, add any new advances (loans) and subtract any payments or credits and unpaid Finance Charges. This gives you the daily balance. Then you add up all my daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives you the "average daily balance." That average daily balance will be multiplied by the Periodic Rate and by the number of days in the billing cycle to determine the Finance Charge for the billing cycle. The interest rate is subject to change as described below.

TAX DEDUCTIBILITY

I should consult a tax advisor regarding the deductibility of interest and charges for the line.

LATE CHARGE
If any required payment is not made in full within 15 days after the date that it is due, I will pay a late charge of 10.00% of the payment that has not been paid or \$20.00 whichever is greater.

VARIABLE INTEREST RATE

The interest rate on the outstanding balance of all loans you have made to me under this Agreement may vary. The interest rate that I will pay will begin on the date that I incur any indebtedness evidenced by this Agreement. The interest rate will be 9.00 % per annum ("the "Initial Rate"). Beginning on the first billing date of each month and monthly thereafter, the interest rate on the outstanding balance of all loans that you make to me under this Agreement may vary as follows: The interest rate that I will pay under this Agreement will adjust to be equal to the highest prevailing prime-rate published in the Wall Street Journal "Money Rates" table, plus 0.50 %. The Lender will then round this interest rate up to the next one quarter of one percent. This rounded interest rate, divided by the number of days in the year, will be the periodic daily rate. In no event will the rate charged exceed the maximum rate permitted by state or federal statutes, rules or regulations. The Lender reserves the right to substitute another comparable index for the one listed above should that index no longer be available. A change in the interest rate applicable to the Agreement will have a corresponding change in the number of payments needed to pay off the loan. If the interest rate increases, I will be required to make more payments over a longer period of time to pay off the loan.

Maximum Interest Rate 15.00 % ANNUAL PERCENTAGE RATE Minimum Interest Rate 7.00 % ANNUAL PERCENTAGE RATE

ADDITIONAL SECURITY

To secure payment of all sums and other amounts due you hereunder, including future advances, and performance of all my obligations pursuant to the terms of this Agreement, I hereby grant you a security interest in and agree to execute and deliver to you a mortgage or deed of trust on the real property described in the mortgage or deed of trust, which security instrument is incorporated by reference herein and made part hereof. I agree that the lien of the mortgage or deed of trust shall also extend to all present and future easements and other rights benefitting such real property, buildings and improvements located on it at any time, all attachments, fixtures, equipment and appliances now or hereafter attached to such buildings and improvements or used to operate them, and all proceeds thereof.

I agree that this mortgage or deed of trust, security interest and assignment shall cover property and proceeds thereof that I may acquire in the future to the extent indicated. I also agree that this mortgage or deed of trust, security interest and assignment shall secure all loans made by you hereunder at any time, even though my outstanding account balance may be reduced to zero at any time and from time to time.

This mortgage or deed of trust requires any other owners of the property and I to purchase and maintain adequate extended insurance coverage against fire, flood and such other risks of physical damage to the property as you may require. Adequate insurance coverage means in an amount to cover the amount of my Maximum Credit Limit that you have granted to me, in addition to the amount of insurance necessary to cover any items prior to yours on the property securing this mortgage or deed of trust with you. I understand that this insurance will protect your interest in the property while this Agreement is in effect. I ALSO UNDERSTAND THAT ANY OTHER OWNERS OF THE PROPERTY AND I CAN OBTAIN ANY INSURANCE THAT YOU REQUIRE FROM ANY AGENT, BROKER OR INSURANCE COMPANY OF MY CHOICE. They must be licensed to do business in the state of Pennsylvania and rated A.V. by Best Insurance Guide Rating. You may also not accept any insurance company or policy for any other reasonable cause. The insurance policy and any renewals providing the necessary insurance described above shall be in a form acceptable to you and shall include a standard mortgage clause in favor of you. You may also require me to put monies into escrow for taxes and insurance. Any proceeds of insurance which I am required to obtain and any monies that I pay now or later into escrow will also be security for all sums due on this Agreement.

Physical damage insurance against loss or damage to the collateral: is is not required.

Flood Insurance: is is not required at this time. If not required at this time, it may be required later.

I may obtain physical damage insurance, fire and extended coverage insurance, and flood insurance from any agent or insurer of my choice, subject to your acceptance.

CREDIT INSURANCE

Credit Life Insurance is not required to obtain credit. I understand that you will provide no coverage unless I've signed for the coverage, am approved by the Insurance Company and agree to pay the additional cost for this insurance. If I've got credit life insurance and am/are qualified for it, I understand that you will arrange for such insurance under your group policy with **American General Assurance Company**.

THE MONTHLY PREMIUM RATE FOR SINGLE CREDIT LIFE INSURANCE IS \$ 10.15 PER \$1,000 COMPUTED ON THE OUTSTANDING INSURABLE BALANCE AT THE END OF YOUR BILLING CYCLE.

THE MONTHLY PREMIUM RATE FOR JOINT CREDIT LIFE INSURANCE IS \$ 20.34 PER \$1,000 COMPUTED ON THE OUTSTANDING INSURABLE BALANCE AT THE END OF YOUR BILLING CYCLE.

The above costs are subject to change from time to time. The premium rates are subject to change.

I do do not want single credit life insurance ✓ ✓ What is your age? 45 years

We do do not want joint credit life insurance ✓ ✓ Signature of Proposed Insured Borrower John Richard Fullington Jr.

Signature of Proposed Insured Co-Borrower Loretta L. Fullington

What are your ages? 45 years

FEES AND CHARGES

I understand that I will be charged certain fees in relation to administering this account and that they are subject to change.

If I request a photocopy of a check, periodic statement, or document in connection with this Agreement, I will pay the fee in effect at that time.

Currently, the fee is \$ 3.00. In addition, I will pay the following fees:

fee for stopping payment of a check \$ 10.00 Present fee for Satisfying Mortgage \$ 15.50 (I will pay the fee in effect upon termination of this Agreement.)

Annual Maintenance Fee \$ 15.00 not at present

other Referral Fee \$ 15.00

I understand that the following charges are charges that you incur when you make the line of credit account available to me. I will pay these charges to you in cash on the date I sign this Agreement.

Closing Costs

a. Credit Report \$ -

b. Title Examination \$ -

c. Appraisal \$ -

d. Title Insurance \$ -

e. Survey \$ -

f. Recording Fee \$ -

g. Notary Fee \$ -

h. Attorney's Fee \$ -

Total \$ -

I ACKNOWLEDGE AND HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY THE TERMS ON THE FRONT AND REVERSE SIDES OF THIS AGREEMENT.

John Richard Fullington Jr. Loretta L. Fullington 01-18-00 01-18-00
Signature of Borrower Signature of Co-Borrower Date Date

IMPORTANT: SEE REVERSE SIDE FOR THE REST OF THIS AGREEMENT AND BORROWER'S RIGHTS IN CASE OF ERRORS.

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

Date 08/07/07

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 this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME(S):
PROPERTY ADDRESS:

J RICHARD AND LORETTA P FULLINGTON

516 SABULA OUTING CLUB RD.

DUBOIS, PA 15801

559800001402

LOAN ACCT. NO.:

Northwest Savings Bank

ORIGINAL LENDER:

Northwest Savings Bank

CURRENT LENDER/SERVICER:

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 later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with 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 A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR INFORMATION PURPOSES ONLY AND SHOULD NOT BE CONSIDERED AS AN ATTEMPT TO COLLECT THE DEBT.
(If you have filed bankruptcy you can still apply for Emergency Mortgage Assistance.)

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

NATURE OF THE DEFAULT—The MORTGAGE debt held by the above lender on your property located at:
929 SOUTH SIXTH ST. CLEARFIELD, PA 16830

IS SERIOUSLY IN DEFAULT because:

- YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:
JUNE 2007- 1061.27 JULY 2007-1069.66 AUGUST 2007-1066.04

Other charges (explain/itemize): **106.97**

TOTAL AMOUNT PAST DUE \$3303.94

- YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION (Do not use if not applicable):

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 \$ 3303.94 PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cashier's check, certified check or money order made payable and sent to:

Northwest Savings Bank
P.O. Box 337, 100 Liberty St.
Warren, Pa. 16365

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable.)

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 this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, 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. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by the lender even if they exceed \$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 principal 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 actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Northwest Savings Bank
Address: P.O. Box 337, 100 Liberty St.
Warren, Pa. 16365
Phone Number: 1-877-300-5767
Fax Number: 1-814-728-7740
Contact Person: DARREN MOORE

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 may not (CHECK ONE) 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.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

CREDIT COUNSELING AGENCIES ARE LISTED ON THE ATTACHED PAGE



NORTHWEST SAVINGS BANK
LENTY WAY HOME FINANCE AGENCY
HOME OWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM
CONSUMER CREDIT COUNSELING AGENCIES

Where people make the difference
CLEARFIELD COUNTY

100 LIBERTY STREET - P. O. BOX 337 - WARREN, PENNSYLVANIA 16365 - FAX: (814) 728-7740

Keystone Economic Development Corporation

1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX (814) 539-1688

Indiana Co. Comm Action Progm
827 Water Street, Box 187
Indiana, PA 15701
(724) 465-2657
FAX (412) 465-5118

CCCS of Western PA
219-A College Park Plaza
Johnstown PA 15904
(814) 539-6335

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

CCCS of Northeastern PA
208 Hamilton Ave, Suite 1
Hamilton Square Plaza
State College, PA 16801
(814) 238-3668
FAX (814) 238-3669

Northwest Direct: 1-877-672-5678

www.northwestsavingsbank.com