

08-729-CD
Cf'd B&T vs Josephine Peterson al

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON,

Defendants

No. 08-729-CD

Type of Pleading: COMPLAINT
IN FORECLOSURE

Filed on Behalf of: Plaintiff

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

NOTICE TO DEFEND

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

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

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

FILED Atty pd. \$95.00
APR 22 2008
JW CJC Sheriff
William A. Shaw
Prothonotary/Clerk of Courts
ICC Atty

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
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CLEARFIELD BANK AND TRUST
COMPANY,

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Type of Pleading: COMPLAINT
IN FORECLOSURE

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON,

Filed on Behalf of: Plaintiff

Defendants

Counsel of Record For This Party:
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COMPLAINT

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

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

2. The Defendants are JOSEPHINE F. PETERSON and C. RUSSELL PETERSON, with a property address of 139 Williams Street, Ramey, Clearfield County, Pennsylvania 16671 and a

mailing address of 139 Williams Street, P.O. Box 119, Ramey, Clearfield County, Pennsylvania 16671.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated February 17, 2006, in the principal amount of \$30,225.10. A copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Instrument Number 200604457 on March 24, 2006.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$30,225.10 as set forth in Promissory Note dated February 17, 2006. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated December 20, 2007, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

8. That to the best of the knowledge, information and belief of the Plaintiff, the Defendants have not availed themselves under the pertinent provisions of the Homeowners' Emergency Assistance Act.

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

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

(a) Principal Balance	\$ 26,544.53
(b) Interest per diem of 4.47257 from 10/24/07 to 4/18/08	\$ 894.52
(c) Late Charges	\$ 96.91
(d) Satisfaction Fee	\$ 28.50
(e) Attorney Collection Fee	<u>\$ 1,327.23</u>
 FINAL TOTAL	 \$ 28,891.69

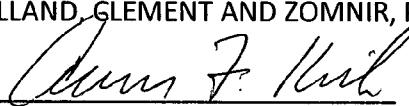
WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$28,891.69** plus interest at **6.15%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, GLEMENT AND ZOMNIR, PC.

Date: April 18, 2008

By:



Alan F. Kirk, Esquire
Attorney for the Plaintiff

VERIFICATION

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

CLEARFIELD BANK & TRUST COMPANY

By: 

Louis Cynkar, Vice President
Lending Division Manager

CLEARFIELD COUNTY RECORDER OF DEEDS

Karen L. Starck, Recorder

Maurene Inlow - Chief Deputy

P.O. Box 361

1 North Second Street, Suite 103

Clearfield, Pennsylvania 16830

***RETURN DOCUMENT TO:**

FIRST AMERICAN

Instrument Number - 200604457

Recorded On 3/24/2006 At 1:45:08 PM

*** Instrument Type - MORTGAGE**

*** Total Pages - 6**

Invoice Number - 145726

*** Mortgagor - PETERSON, JOSEPHINE F**

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

*** Customer - FIRST AMERICAN**

***FEES**

STATE WRIT TAX	\$0.50
JCS/ACCESS TO JUSTICE	\$10.00
RECORDING FEES -	\$15.00
RECORDER	
RECORDER IMPROVEMENT	\$3.00
FUND	
COUNTY IMPROVEMENT FUND	\$2.00
TOTAL	\$30.50

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



Karen L. Starck

**Karen L. Starck
Recorder of Deeds**

THIS IS A CERTIFICATION PAGE

Do Not Detach

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

*** - Information denoted by an asterisk may change**

EXHIBIT

tabbed

and may not be reflected on this page.

Commonwealth of Pennsylvania

Space Above This Line For Recording Data

PARCEL # 17-L15-33

MORTGAGE

8979863^x

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is FEBRUARY 17, 2006..... and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: JOSEPHINE F PETERSON

C RUSSELL PETERSON

139 WILLIAMS STREET RAMEY PA

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

LENDER: CLEARFIELD BANK & TRUST COMPANY
19 IRWIN DRIVE EXTENSION
PHILIPSBURG, PA 16866

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

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

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

139 WILLIAMS STREET....., RAMEY PA....., Pennsylvania 16671.....
(Address) (City) (ZIP Code)

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

3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 30,225.10..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument.

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

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

Note Dated FEBRUARY 17, 2006 In The Amount Of \$30,225.10

Accruing At a Rate of 6.1500 % With a Maturity Date Of FEBRUARY 24, 2016
Said Loan In The Name(s) Of JOSEPHINE F PETERSON

- B. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

- 5. PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
- 6. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due, and provide to Lender copies of all receipts on demand. Mortgagor agrees to make all payments when due and comply with all covenants of any prior security interest on the Property.
- 8. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. PROPERTY CONDITION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary.
- 10. AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed.
- 11. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements and rents, issues and profits. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.
- 12. DEFAULT AND REMEDIES.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired

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

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

NOTICE TO BORROWER: THIS DOCUMENT CONTAINS PROVISIONS FOR A VARIABLE INTEREST RATE.

SIGNATURES: By signing below, Mortgagor, intending to be legally bound hereby, agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

Josephine F. Peterson 2-17-06 *C. Russell Peterson* 2-17-06
(Signature) (Date) (Signature) (Date)
JOSEPHINE F PETERSON C RUSSELL PETERSON
..... (Witness) (Witness) *J. McKinney* *J. McKinney*
..... (Witness) (Witness) *J. McKinney* *J. McKinney*

ACKNOWLEDGMENT:

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF Clearfield,
(Individual) On this, the 17 day of February, 2006, before me, A. Notary Public,
the undersigned officer, personally appeared Josephine F. Peterson and
C. Russell Peterson, known to me (or satisfactorily proven) to be the
person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he/she
executed the same for the purposes therein contained.

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

My commission expires:

(Seal)

NOTARIAL SEAL
PATRICIA L. RYDER, Notary Public
Decatur Township, Clearfield County
My Commission Expires Feb. 12, 2007

Patricia L. Ryder
NOTARY Public
Title of Officer

It is hereby certified that the address of the Lender within named is: 19 IRWIN DRIVE EXTENSION
PHILIPSBURG, PA 16866

J. McKinney
JERRY A. MCKINNEY
ASST VICE PRESIDENT

EXHIBIT A

All that certain property situated in the Borough of Ramey, in the County of Clearfield, Commonwealth of Pennsylvania, and being described as follows: 17-L15-33. Being more fully described in a deed dated January 12, 2005 and recorded January 14, 2005, among the land records of the County and State set forth above, in Instrument 200500757.

Permanent Parcel Number: 17-L15-33
JOSEPHINE F. PETERSON AND C. RUSSELL PETERSON,
AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

139 WILLIAMS STREET, RAMEY PA 16671
Loan Reference Number : 001
First American Order No: 8979863
Identifier: FIRST AMERICAN LENDERS ADVANTAGE

 PETERSON
8979863

FIRST AMERICAN LENDERS ADVANTAGE
MORTGAGE



T R A N S M I T T A L L E T T E R

Date: 04/27/06

CUSTOMER - 5345.0

Clearfield Bank & Trust Company
11 N. Second Street
P.O. Box 171
Clearfield, PA 16830
Attn: Tammy Ingram

Please find the following Recorded Instruments enclosed:

08979863 MTG PETERSON, JOSEPHINE P

First American Lenders Advantage
1228 Euclid Avenue Suite 400
Cleveland, Ohio 44115
Voice: 216/241-1278

RECORDINGS SCAN SHEET

5345.0 Clearfield Bank & Trust Company

ORDER: 8979863 SEQ: 001 DOCUMENT: MTG SIDES: 6

JOSEPHINE P. PETERSON
139 WILLIAMS STREET
RAMEY PA 16671

08979863\$001\$MTG\$6

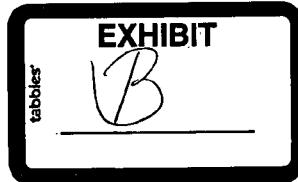


ALL that certain lot or piece of ground situate in the Village of Beulah, now the Borough of Ramey, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on North corner of Lot, 40 feet from the center of Railroad, and South side of Main Street; thence South 39° East, twenty-one (21) perches to post near Run; thence South 51° West, sixteen (16) perches to post on line of P.A. Jankins' lot; thence North 39° West, nine and eight-tenths (9.8) perches to line of Railroad Street; 40 feet from center of Railroad; thence North 17-1/2° East, nineteen and six-tenths (19.6) perches to the place of beginning; containing one and three fourths (1-3/4) acres.

UNDER AND SUBJECT, NEVERTHELESS, to the exceptions and reservations in prior deeds in the chain of title to said premises.

BEING the same premises conveyed to Josephine F. Peterson and C. Russell Peterson by Deed of Josephine F. Peterson dated January 12, 2005 and recorded in Clearfield County Recorder of Deeds Office on January 18, 2005 at Instrument Number 200500757.



Note, Disclosure, and Security Agreement

Lender

CLEARFIELD BANK & TRUST COMPANY
19 IRWIN DRIVE EXTENSION
PHILIPSBURG, PA 16866

Borrower

JOSEPHINE F PETERSON
139 WILLIAMS STREET
PO BOX 119
RAMEY PA 16671-0119

Loan Number 1036270
Loan Date 02/17/06
Maturity Date 02/24/16
Loan Amount 30,225.10
Renewal of _____

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

Truth-in-Lending Disclosures

Annual Percentage Rate The cost of my credit as a yearly rate. 6.2100 %	Finance Charge The dollar amount the credit will cost me. \$ 10,398.90	Amount Financed The amount of credit provided to me or on my behalf. \$ 30,140.10	Total of Payments The amount I will have paid when I have made all scheduled payments. \$ 40,539.00
My Payment Schedule Will Be: Payments Amount of Payments		When Payments Are Due Monthly Beginning - 03/24/06 FEBRUARY 24, 2016	
119	\$ 337.82		
1	\$ 338.42		
	\$		
	\$		
<p>Demand. <input type="checkbox"/> This note has a demand feature. <input type="checkbox"/> This note is payable on demand and all disclosures are based on an assumed maturity of one year.</p> <p>Prepayment. If I pay off this note early, <input type="checkbox"/> I may <input checked="" type="checkbox"/> will not have to pay a minimum finance charge.</p> <p><input type="checkbox"/> If I pay off this note early, I will not be entitled to a refund of part of the additional finance charge.</p> <p><input checked="" type="checkbox"/> Late Charge. If a payment is late (more than 15 days after due) I will be charged 5.00% of the Past Due Payment Amount subject to a \$20.00 Maximum</p> <p>Security. I am giving a security interest in:</p> <p><input type="checkbox"/> the goods or property being purchased.</p> <p><input type="checkbox"/> collateral securing other loans with you may also secure this loan.</p> <p><input checked="" type="checkbox"/> (brief description of other property) 139 WILLIAMS ST RAMEY PA 16677</p>			
<p>Filing Fees. \$ 32.50</p> <p>Non-filing Insurance. \$</p> <p><input type="checkbox"/> Required Deposit. The annual percentage rate does not take into account my required deposit.</p> <p><input checked="" type="checkbox"/> Assumption. Someone buying the property securing this obligation cannot assume the remainder of the obligation on the original terms.</p> <p>Contract Documents. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.</p>			

Promissory Note

Promise to Pay. For value received, I promise to pay to you, or your order, at your address above, the principal sum of \$ 30,225.10

plus interest from FEBRUARY 24, 2006 at the rate of 6.1500 % per year until FEBRUARY 24, 2016

Interest accrues on a Actual/365 basis. I agree to pay late charges in accordance with the provisions shown in the

Truth-in-Lending Disclosures. The purpose of this loan is RE-FIN CR&T AND GARAGE REPAIRS

Payment. I will pay this note as follows:

Interest due

Principal due

This note has 120 payments. The first payment will be in the amount of \$ 337.82 and will be due 03/24/06. A payment of \$ 337.82 will be due on the 24th day of each Month thereafter. The final payment of the entire unpaid balance of principal and interest will be due 02/24/16

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

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

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

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

Returned Payment Fee. I agree to pay a fee for each payment (check or automatic)

Other Terms.

Itemization of Amount Financed

Amount given to me directly	\$ _____
Amount paid on my (loan) account	\$ _____
APPLICATION FEE	\$ _____ 75.00
Amount paid to others on my behalf (You may retain or receive a portion of these amounts.)	
To insurance companies	\$ _____
To public officials	\$ _____ 32.50
CREDIT REPORT	\$ _____ 4.60
(less) Prepaid Finance Charge(s)	\$ _____ 85.00
Amount Financed	\$ _____ 30,140.10

Security Agreement

Security. To secure the obligations of this Loan Agreement, I give you a security interest in the Property described below:

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

Other Security. This Loan Agreement is secured by

EXHIBIT

Tables

Additional Terms of the Promissory Note

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

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

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

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

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

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

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

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

Warranties and Representations. I have the power and authority to enter into this Loan Agreement. The execution and delivery of this Loan Agreement will not violate any agreement governing me or my property, or to which I am a party. I own all of the Property, unless otherwise agreed and disclosed to you in writing. Your claim to the Property ahead of the claims of any other creditor, except as disclosed in writing to you prior to any advance on the Secured Debts. The Property has not been and will not be used for any purpose that would violate any laws or subject the Property to forfeiture or seizure.

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

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

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

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

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

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

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

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

General Provisions. This Loan Agreement is governed by the laws of Pennsylvania, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located. If two or more Borrowers sign this Loan Agreement, we are liable to repay jointly and severally. This Loan Agreement is the complete and final expression of our agreement. No modification of this Loan Agreement is effective unless made in writing and signed by me and you. The duties and benefits of this Loan Agreement will bind and benefit the successors and assigns of me and you. If any provision of this Loan Agreement is unenforceable, then the unenforceable provision will be severed and the remaining provisions will be enforceable. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to my last known address. Notice to one party will be deemed to be notice to all parties. Where a notice is required, I agree that 10 days prior written notice will be reasonable notice to me under the Uniform Commercial Code or other applicable state law.

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

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

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

Additional Terms of the Security Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

Third Party Agreement

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

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

X _____

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

Insurance

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

Credit Life

None

Premium

\$

Term

None

Premium

\$

Term

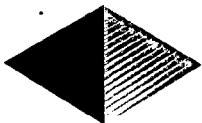
None

Premium

\$

Term

None



CLEARFIELD BANK
&
TRUST COMPANY

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

ACT 91 NOTICE

TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE*

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

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

This Notice explains how the program works.

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION 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 HIPOTECA.

EXHIBIT

tabbed

HOMEOWNER'S NAME(S):	<u>Josephine F. Peterson</u>
MAILING ADDRESS:	<u>139 Williams St., P.O. Box 119</u>
ACCOUNT NO.:	<u>Ramey, PA 16671</u>
ORIGINAL LENDER:	<u>1036270</u>
CURRENT LENDER/SERVICER:	<u>Clearfield Bank & Trust Company</u>
DATE:	<u>Clearfield Bank & Trust Company</u>
DATE:	<u>December 20, 2007</u>

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- * IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,**
- * IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**
- * IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT --- The MORTGAGE debt held by the above lender on your property located at Residence, 139 Williams St., Ramey, PA 16671

IS SERIOUSLY IN DEFAULT because:

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

Monthly payments due from October, November @ \$337.82 = \$675.64

Late or Other Charges (explain/itemize): \$29.35

TOTAL AMOUNT PAST DUE: \$704.99

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

HOW TO CURE THE DEFAULT --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$704.99, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

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

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

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

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

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

HOW TO CONTACT THE LENDER:

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

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

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

YOU MAY ALSO HAVE THE RIGHT:

* TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT.

* TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

* TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.)

* TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS.

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

* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

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

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

United States Department of Housing and Urban Development

Legal Rights and Protections Under the SCRA

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

Who May Be Entitled to Legal Protections Under the SCRA?

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

What Legal Protections Are Servicemembers Entitled To Under the SCRA?

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

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

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

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

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104070
NO: 08-729-CD
SERVICE # 1 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
VS.
DEFENDANT: JOSEPHINE F. PETERSON and C. RUSSELL PETERSON

SHERIFF RETURN

NOW, May 06, 2008 AT 4:56 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JOSEPHINE F. PETERSON DEFENDANT AT 139 WILLIAMS ST., RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPHINE PETERSON, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

FILED
03:21 PM
AUG 04 2008
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104070
NO: 08-729-CD
SERVICE # 2 OF 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
VS.
DEFENDANT: JOSEPHINE F. PETERSON and C. RUSSELL PETERSON

SHERIFF RETURN

NOW, May 06, 2008 AT 4:56 PM SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON C. RUSSELL PETERSON DEFENDANT AT 139 WILLIAMS ST., RAMEY, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JOSEPHINE PETERSON, MOTHER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN THE CONTENTS THEREOF.

SERVED BY: DAVIS / MORGILLO

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104070
NO. 08-729-CD
SERVICES 2
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY
VS.
DEFENDANT: JOSEPHINE F. PETERSON and C. RUSSELL PETERSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ	2417	20.00
SHERIFF HAWKINS	BCCZ	2417	45.62

Sworn to Before Me This

So Answers,

____ Day of _____ 2008


Chester A. Hawkins
Sheriff

FILED

M 1:30 P.M. 6C 1cc & Statement
SEP 18 2008 to Atty.

William A. Shaw 1cc & Notice to
Prothonotary/Clerk of Courts each Def.

Atty Paid 30.00

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 08-729-CD

Plaintiff

vs.

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON

Type of Pleading: PRAECIPE FOR
ENTRY OF DEFAULT JUDGMENT

Filed on Behalf of: Plaintiff

Defendants

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS, AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Third Floor
State College, PA 16803
Phone: 814.867.8055/Fax: 814.867.8051
E-mail: akirk@bccz.com

PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **TWENTY-EIGHT THOUSAND EIGHT HUNDRED
NINETY-ONE AND 69/100(\$28,891.69) DOLLARS** together with interest and costs of this suit on the above-captioned
Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day
limit.

Date: 9/10/08

BABST, CALLAND, CLEMENTS AND ZOMNIR, P.C.

By Alan F. Kirk

Alan F. Kirk, Esquire
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecepice for Default Judgment was sent certified mail,
return receipt requested and First Class U.S. Mail to the Defendants, Josephine F. Peterson and C. Russell Peterson
on June 4, 2008, at least ten (10) days prior to the filing of the within Praecepice. Copies of the aforesaid Notice are
attached hereto, made a part hereof and incorporated herein by reference.

Date: 9/10/08

BABST, CALLAND, CLEMENTS AND ZOMNIR, P.C.

By Alan F. Kirk

Alan F. Kirk, Esquire
Attorney for the Plaintiff

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 08-729-CD

Plaintiff

vs

Type of Pleading: 10 DAY
NOTICE

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON,

Filed on Behalf of: Plaintiff

Defendants

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

IMPORTANT NOTICE

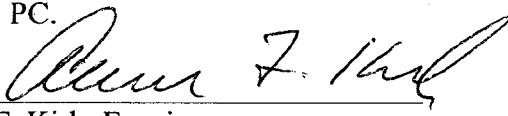
YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A 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:

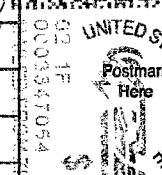
PROTHONOTARY
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
Telephone: (814) 765.2641

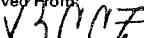
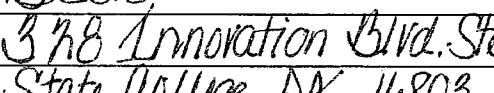
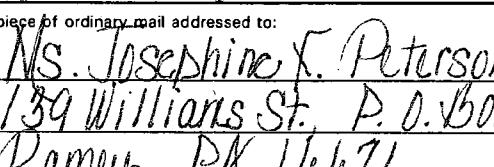
Date: 6-4-08

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

By:


Alan F. Kirk, Esquire
Counsel for Plaintiff

U.S. Postal Service	
CERTIFIED MAIL RECEIPT	
(Domestic Mail Only. No Insurance Coverage is Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL BUSINESS	
Postage	\$ <i>.40</i>
Certified Fee	<i>.65</i>
Return Receipt Fee (Endorsement Required)	<i>.15</i>
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ <i>5.80</i>
 UNITED STATES POSTAGE <i>Postmark Here</i>	
 <i>Delivery</i> <i>1000-1000-1000-1000</i> <i>0000347054</i> <i>JUN 15 2002</i>	
<i>Mr. C. RUSS C. PETERSON</i> <i>130 Williams St. - A</i> <i>Barney, PA 16621</i>	
<i>Street, Apt. No., or PO Box No.</i> <i>City, State, ZIP+4</i>	

U.S. POSTAL SERVICE		CERTIF	ATE OF MAILING
MAY BE USED FOR DOMESTIC AND INT.		ATIONAL M	DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER			
Received from:			
 			
One piece of ordinary mail addressed to:			
			

U.S. POSTAL SERVICE		CERTIFIED MAIL
MAY BE USED FOR DOMESTIC AND INT'L MAIL. ADDITIONAL MAIL DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From: <i>Brace</i> <i>338 Innovation Blvd. Ste. 300</i> <i>State College, PA 16803</i>		
One piece of ordinary mail addressed to: <i>Mr. Russell Peterson</i> <i>139 Williams St., P.O. Box 119</i> <i>Ramsey, PA 16671</i>		

Affix fee here in stamp or meter postage a post mark. Inquire of Postmaster for current fee.



PS Form 3817, Mar. 1989

SEND COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature <i>Josephine Peterson</i></p> <p><input checked="" type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Josephine Peterson</i></p> <p>C. Date of Delivery <i>6-6-08</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: <i>Mr. Russell Peterson</i> <i>139 Williams St., P.O. Box 119</i> <i>Ramsey, PA 16671</i></p>		<p>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. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) <i>7005 1820 0001 9591 0464</i></p>			

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

SEND COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ 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. 		<p>A. Signature <i>Josephine Peterson</i></p> <p><input checked="" type="checkbox"/> Agent</p> <p><input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) <i>Josephine Peterson</i></p> <p>C. Date of Delivery <i>6-6-08</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>1. Article Addressed to: <i>Ms. Josephine Peterson</i> <i>139 Williams Street</i> <i>P.O. Box 119</i> <i>Ramsey, PA 16671</i></p>		<p>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. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label) <i>7005 1820 0001 9591 0457</i></p>			

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

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

CLEARFIELD BANK AND TRUST
COMPANY,

: No. 08-729-CD

Plaintiff

vs.

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON

: Type of Pleading:
ENTRY OF DEFAULT JUDGMENT

: Filed on Behalf of: Plaintiff

Defendants

: Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS, AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Third Floor
State College, PA 16803
Phone: 814.867.8055/Fax: 814.867.8051
E-mail: akirk@bccz.com

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please Enter Judgment against the above-named Defendants pursuant to the enclosed

Certificate of Judgment of **Clearfield County Docket No. 08-729-CD** in the principal amount of
\$28,891.69 together with interest and costs of suit.

Date:

9/10/08

BABST, CALLAND, CLEMENTS AND ZOMNIR, P.C.

By

Alan F. Kirk
Alan F. Kirk, Esquire
Attorney for the Plaintiff

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

COPY

CLEARFIELD BANK AND TRUST
COMPANY, : No. 08-729-CD
Plaintiff :
vs. : Type of Pleading:
JOSEPHINE F. PETERSON AND : ENTRY OF DEFAULT JUDGMENT
C. RUSSELL PETERSON :
Filed on Behalf of: Plaintiff
Defendants :
Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS, AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Third Floor
State College, PA 16803
Phone: 814.867.8055/Fax: 814.867.8051
E-mail: akirk@bccz.com

TO: **Mr. C. Russell Peterson**
139 Williams Street, P.O. Box 119
Ramey, PA 16671

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 28,891.69 on September 18
2008.



, Prothonotary

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

CLEARFIELD BANK AND TRUST
COMPANY.

No. 08-729-CD

vs.

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON

Type of Pleading:
ENTRY OF DEFAULT JUDGMENT

Plaintiff

Filed on Behalf of: Plaintiff

Defendants

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS, AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Third Floor
State College, PA 16803
Phone: 814.867.8055/Fax: 814.867.8051
E-mail: akirk@bccz.com

TO: **Ms. Josephine F. Peterson**
139 Williams Street, P.O. Box 119
Ramey, PA 16671

Notice is given that a JUDGMENT in the above-captioned matter has been entered
against you in the amount of \$ 28,891.69 on September 18
2008.

William H. Khan GK

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

COPY

Clearfield Bank and Trust Company
Plaintiff

No.: 2008-00729-CD

Real Debt: \$28,891.69

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Josephine F. Peterson
C. Russell Peterson
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: September 18, 2008

Expires: September 18, 2013

Certified from the record this September 18, 2008



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

Atty pd.
20.00
m 11:59 AM 2cc & b/w wts
NOV 12 2008 w/ prop desc.
William A. Shaw
Prothonotary/Clerk of Courts
to Sheriff
(GK)

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 2008-00729-CD

vs.

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON

Defendants

Type of Pleading: PRAECIPE FOR WRIT
OF EXECUTION

Filed on behalf of: Plaintiff

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC
Alan F. Kirk, Esquire
Supreme Court # 36893
328 Innovation Boulevard, Suite 200
State College, PA 16803
(814) 867.8055

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$28,891.69**

Plus continuing interest on the principal balance from September 18, 2008,
plus costs and attorneys fees.

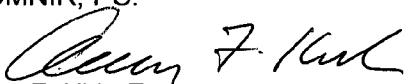
A description of the property to be levied upon and sold is attached hereto
in duplicate, marked Exhibit "A" and made a part hereof.

This Praecipe is based on a Default Judgment. The Prothonotary is
authorized to issue the Praecipe because notice has been served pursuant to
Rule 2958.1 as evidenced by a Return of Service filed of record.

An Affidavit pursuant to Pa. R.C.P. Rule 3129.1 is attached hereto and
marked Exhibit "B".

BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.

Dated: 11-07-08


Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 08-729-CD

Plaintiff

vs

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON,

Defendants

Type of Pleading: WRIT OF
EXECUTION

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Suite 302
State College, PA 16803
(814) 867.8055/(814) 867.8051 - Fax
akirk@bccz.com

WRIT OF EXECUTION
NOTICE

TO: **Josephine F. Peterson**
C. Russell Peterson
139 Williams Street, P.O. Box 119
Ramey, PA 16671

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300.00. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

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.

Clearfield County Courthouse
Clearfield, PA 16830
(814) 765.2641

MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 2008-00729-CD

Plaintiff

v.

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON

Defendants

Claim for Exemption

To the Sheriff of Clearfield County:

We, the above named Defendants, **JOSEPHINE F. PETERSON AND C. RUSSELL PETERSON**, claim exemption of property from levy or attachment:

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

(a) I desire that my \$300 statutory exemption be

(i) Set aside in kind (specify property to be set aside in kind):
_____;

(ii) Paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption):

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) My \$300 statutory exemption: ____ in cash: ____ in kind (specify property):

(b) Social Security benefits on deposit in the amount of \$_____;

(c) Other (specify amount and basis of exemption):

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at : _____
(address)

(Phone Number)

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

Date: _____

THIS CLAIM TO BE FILED WITH THE OFFICE OF

THE SHERIFF OF CLEARFIELD COUNTY:

CLEARFIELD COUNTY COURTHOUSE

(814)765.2641

Exhibit "A"

ALL that certain lot or piece of ground situate in the Village of Beulah, now the Borough of Ramey, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on North corner of Lot, 40 feet from the center of Railroad, and South side of Main Street; thence South 39° East, twenty-one (21) perches to post near Run; thence South 51° West, sixteen (16) perches to post on line of P.A. Jenkins' lot; thence North 39° West, nine and eight-tenths (9.8) perches to line of Railroad Street; 40 feet from center of Railroad; thence North 17-1/2° East, nineteen and six-tenths (19.6) perches to the place of beginning; containing one and three fourths (1-3/4) acres.

UNDER AND SUBJECT, NEVERTHELESS, to the exceptions and reservations in prior deeds in the chain of title to said premises.

BEING the same premises conveyed to Josephine F. Peterson and C. Russell Peterson by Deed of Josephine F. Peterson dated January 12, 2005 and recorded in Clearfield County Recorder of Deeds Office on January 18, 2005 at Instrument Number 200500757.

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., set forth as of the date of the Praeclipe for Writ of Execution was filed, the following information concerning the real property located in the Village of Beulah, now the Borough of Ramey, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

**JOSEPHINE F. PETERSON
C. RUSSELL PETERSON
139 WILLIAMS STREET
P.O. BOX 119
RAMEY, PA 16671**

2. The name and address of the Defendants in judgment are as follows:

**JOSEPHINE F. PETERSON
C. RUSSELL PETERSON
139 WILLIAMS STREET
P.O. BOX 119
RAMEY, PA 16671**

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

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

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

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

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:

**CLEARFIELD COUNTY TAX CLAIM BUREAU
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830**

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. Section 4904 relating to unsworn falsification to authorities.

BABST, CALLAND, CLEMENTS
AND ZOMNIR, PC

Date: 11-7-08



Alan F. Kirk, Esquire
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

: No. 2008-00729-CD

V.

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON

Defendants

: Filed on Behalf of: Plaintiff

: Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
: ALAN F. KIRK, ESQUIRE
: Supreme Court # 36893
: 330 Innovation Boulevard, Suite 302
: State College, PA 16803
: (814) 867.8055
: (814) 867.8051-Fax
: Email: akirk@bccz.com

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield
County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's

Office in the _____ on
, 2008 at _____ a.m., prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such
other arrangements made as will be approved, otherwise the property will be immediately put up
and sold again at the expense and risk of the person to whom it was struck off and who, in case
of deficiency of such resale, shall make good for the same and in no instance will the deed be
presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the
Sheriff in his office the first Monday following the date of sale, and distribution will be made in
accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION – LAW

Clearfield Bank and Trust Company

COPY

Vs.

NO.: 2008-00729-CD

Josephine F. Peterson and
C. Russell Peterson

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:

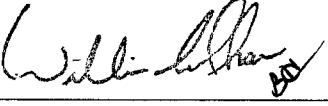
(1) See Attached Description

AMOUNT DUE/PRINCIPAL: \$28,891.69
INTEREST FROM September 18, 2008: \$
ATTY'S COMM: \$
DATE: 11/12/2008

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff



William A. Shaw
Prothonotary/Clerk Civil Division
Requesting Party: Alan F. Kirk, Esq.
328 Innovation Boulevard, Ste. 200
State College, PA 16803
(814) 867-8055

Exhibit "A"

ALL that certain lot or piece of ground situate in the Village of Beulah, now the Borough of Ramey, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on North corner of Lot, 40 feet from the center of Railroad, and South side of Main Street; thence South 39° East, twenty-one (21) perches to post near Run; thence South 51° West, sixteen (16) perches to post on line of P.A. Jankins' lot; thence North 39° West, nine and eight-tenths (9.8) perches to line of Railroad Street; 40 feet from center of Railroad; thence North 17-1/2° East, nineteen and six-tenths (19.6) perches to the place of beginning; containing one and three fourths (1-3/4) acres.

UNDER AND SUBJECT, NEVERTHELESS, to the exceptions and reservations in prior deeds in the chain of title to said premises.

BEING the same premises conveyed to Josephine F. Peterson and C. Russell Peterson by Deed of Josephine F. Peterson dated January 12, 2005 and recorded in Clearfield County Recorder of Deeds Office on January 18, 2005 at Instrument Number 200500757.

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON,

Defendants

No. 08-729-CD

5
FILED 10:25am
JAN 12 2009
William A. Shaw
Prothonotary/Clerk of Courts

Type of Pleading: AFFIDAVIT OF
SERVICE

Filed on Behalf of: Plaintiff

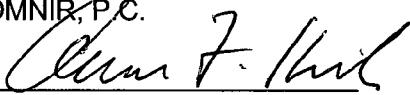
Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Suite 302
State College, PA 16803
(814) 867.8055/(814) 867.8051 - Fax
akirk@bccz.com

AFFIDAVIT OF SERVICE

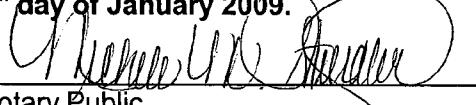
I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 5th day of January 2009, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

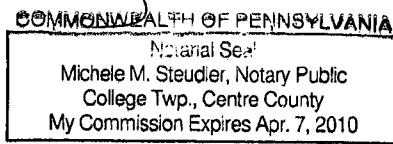
Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

BABST, CALLAND, CLEMENTS,
AND ZOMNIR, PC.

By: 
Alan F. Kirk, Esquire

Sworn to and subscribed before me this
5th day of January 2009.


Notary Public



Member, Pennsylvania Association of Notaries

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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

vs

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON,

Defendants

No. 08-729-CD

Type of Pleading: AFFIDAVIT

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Suite 302
State College, PA 16803
(814) 867.8055/(814) 867.8051 - Fax
akirk@bccz.com

AFFIDAVIT PURSUANT TO RULE 3129

I, ALAN F. KIRK, ESQUIRE, attorney for Plaintiff in the above action, set forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located in the ***the Village of Beulah, now the Borough of Ramey, Clearfield County, Pennsylvania***, a copy of the description of said property is attached hereto and marked Exhibit "A".

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. Section 4904 relating to unsworn falsification to authorities.

BABST, CALLAND, CLEMENTS,
AND ZOMNIR, P.C.

Date: 1/05/09



Alan F. Kirk, Esquire
Attorney for Plaintiff

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

CLEARFIELD BANK AND TRUST
COMPANY,

No. 08-729-CD

Plaintiff

v.

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON,

Defendants

NOTICE OF SHERIFF'S SALE OF REAL PROPERTY

DATE: **January 5, 2009**

TO: **ALL PARTIES AND CLAIMANTS**

OWNER(S): **JOSEPHINE F. PETERSON AND C. RUSSELL PETERSON**

PROPERTY: **139 WILLIAMS STREET, RAMEY, CLEARFIELD COUNTY, PA**

The above-captioned property is scheduled to be sold at the **Clearfield County Sheriff**
Sale on Friday, February 6, 2009, at 10:00 a.m. in the Clearfield County Courthouse, 1 North
Second Street, Clearfield, Pennsylvania. Our records indicate that you may hold a mortgage or
judgments and liens on, and/or other interests in the property which will be extinguished by the
sale. You may wish to attend the sale to protect your interests.

Distribution shall be in accordance with the Notice attached hereto.

CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

CLEARFIELD BANK AND TRUST
COMPANY, : No. 2008-00729-CD

Plaintiff

v.

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON

Defendants

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:
BABST, CALLAND, CLEMENTS AND
ZOMNIR, PC.
ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Suite 302
State College, PA 16803
(814) 867.8055
(814) 867.8051-Fax
Email: akirk@bccz.com

SHERIFF'S SALE OF VALUABLE REAL ESTATE

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield
County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's
Office in the CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND ST., CLFD, PA ON FRIDAY, FEBRUAR
6, 2009 at 10:00 a.m., prevailing time.

TERMS OF SALE

The price or sum at which the property shall be struck off must be paid at the time of sale or such
other arrangements made as will be approved, otherwise the property will be immediately put up
and sold again at the expense and risk of the person to whom it was struck off and who, in case
of deficiency of such resale, shall make good for the same and in no instance will the deed be
presented for confirmation unless the money is actually paid to the Sheriff.

NOTICE

To all parties in interest and Claimants: A schedule of distribution will be filed by the
Sheriff in his office the first Monday following the date of sale, and distribution will be made in
accordance with the schedule unless exceptions are filed within ten (10) days thereafter.

CHESTER A. HAWKINS, SHERIFF

Exhibit "A"

ALL that certain lot or piece of ground situate in the Village of Beulah, now the Borough of Ramey, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on North corner of Lot, 40 feet from the center of Railroad, and South side of Main Street; thence South 39° East, twenty-one (21) perches to post near Run; thence South 51° West, sixteen (16) perches to post on line of P.A. Jenkins' lot; thence North 39° West, nine and eight-tenths (9.8) perches to line of Railroad Street; 40 feet from center of Railroad; thence North 17-1/2° East, nineteen and six-tenths (19.6) perches to the place of beginning; containing one and three fourths (1-3/4) acres.

UNDER AND SUBJECT, NEVERTHELESS, to the exceptions and reservations in prior deeds in the chain of title to said premises.

BEING the same premises conveyed to Josephine F. Peterson and C. Russell Peterson by Deed of Josephine F. Peterson dated January 12, 2005 and recorded in Clearfield County Recorder of Deeds Office on January 18, 2005 at Instrument Number 200500757.

SEIZED, taken in execution to be sold as the property of JOSEPHINE F. PETERSON AND C. RUSSELL PETERSON, at the suit of CLEARFIELD BANK AND TRUST COMPANY.
JUDGMENT NO. 08-729-CD

EXHIBIT "B":

AFFIDAVIT PURSUANT TO RULE 3129.1

CLEARFIELD BANK & TRUST COMPANY, Plaintiffs in the above action, by and through their attorney, Alan F. Kirk, Esquire, of Babst, Calland, Clements and Zomnir, P.C., set forth as of the date of the Praecept for Writ of Execution was filed, the following information concerning the real property located in the Village of Beulah, now the Borough of Ramey, Clearfield County, Pennsylvania, bounded and described on Exhibit "A" attached hereto.

1. The name and address of the owners of the property are as follows:

**JOSEPHINE F. PETERSON
C. RUSSELL PETERSON
139 WILLIAMS STREET
P.O. BOX 119
RAMEY, PA 16671**

2. The name and address of the Defendants in judgment are as follows:

**JOSEPHINE F. PETERSON
C. RUSSELL PETERSON
139 WILLIAMS STREET
P.O. BOX 119
RAMEY, PA 16671**

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

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

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

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

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:

**CLEARFIELD COUNTY TAX CLAIM BUREAU
CLEARFIELD COUNTY COURTHOUSE
230 E. MARKET STREET
CLEARFIELD, PA 16830**

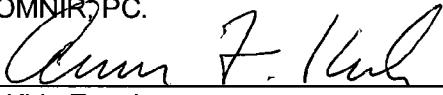
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

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. Section 4904 relating to unsworn falsification to authorities.

BABST, CALLAND, CLEMENTS
AND ZOMNIK, PC.

Date: 1/5/09



Alan F. Kirk, Esquire
Attorney for Plaintiff

U.S. Postal Service™
CERTIFIED MAIL™ REC'D
(Domestic Mail Only; No Insurance)

For delivery information visit our website
OFFICIAL

Postage	\$.48
Certified Fee	\$.70
Return Receipt Fee (Endorsement Required)	\$.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 1.78

7005 1820 0001 9591 0815
9005 1820 0001 9591 0815
9005 1820 0001 9591 0815
9005 1820 0001 9591 0815

SENT BY MAIL FROM ZIP CODE 15421
PITNEY BOW

Clearfield County Courthouse
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
Clearfield, PA 16830

PS Form 3800, June 2002
See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ REC'D
(Domestic Mail Only; No Insurance)

For delivery information visit our website
OFFICIAL

Postage	\$.48
Certified Fee	\$.70
Return Receipt Fee (Endorsement Required)	\$.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 1.78

7005 1820 0001 9591 0815
9005 1820 0001 9591 0815
9005 1820 0001 9591 0815
9005 1820 0001 9591 0815

SENT BY MAIL FROM ZIP CODE 15421
PITNEY BOW

Russell Peterson
Street, Apt. No.,
or PO Box No.
City, State, ZIP+4
Ramsey, PA 16671

PS Form 3800, June 2002
See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ REC
(Domestic Mail Only, No Insurance Co.)
For delivery information, visit our website at
OFFICIAL

Postage	\$ 4.00
Certified Fee	\$ 3.70
Return Receipt Fee (Endorsement Required)	\$ 3.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 10.70

7005 1820 0001 9591 0846
Sent To: *Stephanie L. Litz*
Street, Apt. No.: *149*
or PO Box No.: *Williams*
City, State, ZIP+4: *Kathy, PA 16001*

PS Form 3800, June 2002
See Reverse for Instructions

12-19
100347354 JAN 05 2009
MAIL FROM ZIP CODE 16803

UNITED STATES POSTAGE
PITNEY BOWES
\$000.420



U.S. Postal Service™
CERTIFIED MAIL™ REC
(Domestic Mail Only, No Insurance Co.)
For delivery information, visit our website at
OFFICIAL A

Postage	\$ 4.00
Certified Fee	\$ 3.70
Return Receipt Fee (Endorsement Required)	\$ 3.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 10.70

7005 1820 0001 9591 0846
Sent To: *Clarfield Bank & Trust Company*
Street, Apt. No.: *111 N. Second St.*
or PO Box No.: *P.O. Box 171*
City, State, ZIP+4: *Clarfield, PA 16830*

PS Form 3800, June 2002
See Reverse for Instructions

12-19
100347054 JAN 05 2009
MAIL FROM ZIP CODE 16830

UNITED STATES POSTAGE
PITNEY BOWES
\$000.420



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

CLEARFIELD BANK AND TRUST
COMPANY,

Plaintiff

No. 08-729-CD

00 \$7.00 ATT
FILED ICC, 1 CERT OF
m 12:43pm APR 06 2009 JSC & 1 CERT
S William A. Shaw
Prothonotary/Clerk of Courts
un Of Sat issued to ATTY KIRK

JOSEPHINE F. PETERSON AND
C. RUSSELL PETERSON,

Defendants

Type of Pleading: Praeclipe

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:

BABST, CALLAND, CLEMENTS AND ZOMNIR,
PC.

ALAN F. KIRK, ESQUIRE
Supreme Court # 36893
330 Innovation Boulevard, Suite 302
State College, PA 16803
(814) 867.8055/(814) 867.8051 - Fax
akirk@bccz.com

PRAECLYPE

TO: PROTHONOTARY OF CLEARFIELD COUNTY

Please mark the above captioned case settled, discontinued and satisfied.

Date: 4/02/09

BABST, CALLAND, CLEMENTS AND ZOMNIR, P.C.

By Alan F. Kirk
Alan F. Kirk, Esquire
Attorney for the Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CC
JW

Clearfield Bank and Trust Company

Vs. No. 2008-00729-CD
Josephine F. Peterson
C. Russell Peterson

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on April 6, 2009, marked:

Settled, discontinued and satisfied

Record costs in the sum of \$142.00 have been paid in full by Alan F. Kirk Esq.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 6th day of April A.D. 2009.

William A. Shaw

em

William A. Shaw, Prothonotary

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CC
JL

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2008-00729-CD

Clearfield Bank and Trust Company

Debt: \$28,891.69

Vs.

Atty's Comm.:

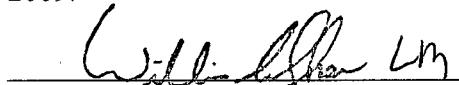
Josephine F. Peterson
C. Russell Peterson

Interest From:

Cost: \$7.00

NOW, Monday, April 06, 2009 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 6th day of April, A.D. 2009.



Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20887
NO: 08-729-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

VS.

DEFENDANT: JOSEPHINE F. PETERSON AND C. RUSSELL PETERSON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 11/12/2008

LEVY TAKEN 1/21/2009 @ 10:20 AM

POSTED 1/21/2009 @ 10:20 AM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 7/16/2009

DATE DEED FILED NOT SOLD

FILED
01905301
JUL 16 2009
W.A. Shaw
Prothonotary/Clerk of Courts

DETAILS

@ SERVED JOSEPHINE F. PETERSON

JOSEPHINE F. PETERSON, DEFENDANT, NOT SERVED.

@ SERVED C. RUSSELL PETERSON

C. RUSSELL PETERSON, DEFENDANT, NOT SERVED.

@ SERVED

NOW, JANUARY 27, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF CONTINUING THE SHERIFF SALE SCHEDULED FOR FEBRUARY 6, 2009 TO MARCH 6, 2009

@ SERVED

NOW, MARCH 6, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF CONTINUING THE SHERIFF SALE FOR 60 DAYS.

@ SERVED

NOW, MARCH 18, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF TO CANCEL THE SHERIFF SALE SCHEDULED FOR MAY 1, 2009.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20887
NO: 08-729-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY

VS.

DEFENDANT: JOSEPHINE F. PETERSON AND C. RUSSELL PETERSON

Execution REAL ESTATE

SHERIFF RETURN

SHERIFF HAWKINS \$265.02

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

Chester Hawkins
Dy Cynthi Butler Aghorlach
Chester A. Hawkins
Sheriff

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

Clearfield Bank and Trust Company

Vs.

NO.: 2008-00729-CD

Josephine F. Peterson and
C. Russell Peterson

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:

(1) See Attached Description

AMOUNT DUE/PRINCIPAL: \$28,891.69
INTEREST FROM September 18, 2008: \$
ATTY'S COMM: \$
DATE: 11/12/2008

PROTH. COSTS PAID: \$135.00
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 12th day
of November A.D. 2008
At 3:00 A.M. PM

Chesler A. Hawley
Sheriff By Cynthia Butler Aughenbaugh

Requesting Party: Alan F. Kirk, Esq.
328 Innovation Boulevard, Ste. 200
State College, PA 16803
(814) 867-8055

Exhibit "A"

ALL that certain lot or piece of ground situate in the Village of Beulah, now the Borough of Ramey, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at a post on North corner of Lot, 40 feet from the center of Railroad, and South side of Main Street; thence South 39° East, twenty-one (21) perches to post near Run; thence South 51° West, sixteen (16) perches to post on line of P.A. Jankins' lot; thence North 39° West, nine and eight-tenths (9.8) perches to line of Railroad Street; 40 feet from center of Railroad; thence North 17-1/2° East, nineteen and six-tenths (19.6) perches to the place of beginning; containing one and three fourths (1-3/4) acres.

UNDER AND SUBJECT, NEVERTHELESS, to the exceptions and reservations in prior deeds in the chain of title to said premises.

BEING the same premises conveyed to Josephine F. Peterson and C. Russell Peterson by Deed of Josephine F. Peterson dated January 12, 2005 and recorded in Clearfield County Recorder of Deeds Office on January 18, 2005 at Instrument Number 200500757.

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME JOSEPHINE F. PETERSON NO. 08-729-CD

NOW, July 15, 2009, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Josephine F. Peterson And C. Russell Peterson to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	24.57
LEVY	15.00
MILEAGE	24.57
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.88
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	40.00
MISCELLANEOUS	
TOTAL SHERIFF COSTS	\$265.02

DEED COSTS:

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

PLAINTIFF COSTS, DEBT AND INTEREST:

DEBT-AMOUNT DUE	28,891.69
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	40.00
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
TOTAL DEBT AND INTEREST	\$28,931.69

COSTS:

ADVERTISING	371.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	265.02
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	
MUNICIPAL LIEN	
TOTAL COSTS	\$897.52

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



**Clearfield Bank &
Trust Company**

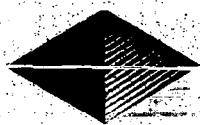
Memo

To: Clearfield County Sheriff
From: Lori A. Kurtz
CC: Alan Kirk
Date: January 27, 2009
Re: CB&T vs Peterson

Please continue the sheriff sale that was scheduled for February 6, 2009 for 30 days. The defendant is requesting additional time to seek financing elsewhere.

If you have any questions please do not hesitate to contact me at 762-8825.

Thank You.



**CLEARFIELD BANK
&
TRUST COMPANY**

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



March 6, 2009

Clearfield County Sheriff
Market St.
Clearfield, PA 16830
Attn: Cindy Aughenbaugh

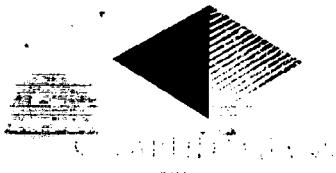
RE: Josephine Peterson Sheriff Sale

Dear Cindy,

Please continue the sheriff sale for ⁶⁰ 30 days on the Josephine Peterson property.

Thank you,

Lori A. Kurtz
Asst. Vice President &
Collection Manager



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

ATTN: Cindy Aughenbaugh

March 18, 2009

Clearfield County Sheriff
Market St.
Clearfield, PA 16830
ATTN: Cindy Aughenbaugh

RE: Josephine Peterson Sheriff Sale

Dear Cindy,

Please cancel the sheriff sale on the Josephine Peterson property.

Thank you.

Lori A. Kurtz
Asst. Vice President &
Collection Manager