

08-985-CD  
Bank of AM vs Ricky Lansberry al

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

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BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEDMONT PARKWAY  
GREENSBORO, NC 27410-8110  
PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

VS.

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY  
308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830  
DEFENDANTS

NO. 08-985-CD  
COMPLAINT IN  
MORTGAGE FORECLOSURE

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Daniel J. Nelson,  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 ext. 5982

FILED *acc Atty*  
*Mil 24 2008 2cc Sheriff*  
MAY 28 2008

William A. Shaw  
Prothonotary/Clerk of Courts

*LS*

*Atty pd \$95.00*

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
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ATTORNEY FOR PLAINTIFF

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KIMBERLY LANSBERRY,  
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308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America, N.A., s/b/m Fleet National Bank (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Ricky S. Lansberry and Kimberly Lansberry, a/k/a Kimberly D. Lansberry (hereinafter referred to as "Defendants") are adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between Defendants and itself as Mortgagee. The Mortgage, dated April 7, 2003, was recorded on May 30, 2003 in the Office of the Recorder of Deeds in Clearfield County at Instrument No. 200309196. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by Ricky S. Lansberry on April 7, 2003 in the original principal amount of \$33,200.00 payable to Plaintiff in monthly installments with an interest rate of 8.99%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.

5. The land subject to the mortgage is 308 Turnpike Avenue, Clearfield, PA 16830. A copy of the Legal Description is attached and made a part hereof as Exhibit 'C'.
6. The Defendants are the Record Owners of the mortgaged property located at 308 Turnpike Avenue, Clearfield, PA 16830.
7. The Mortgage is now in default due to the failure of Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

|                               |                    |
|-------------------------------|--------------------|
| Principal Balance             | \$28,143.70        |
| Interest to 5/21/2008         | \$1,723.65         |
| Accumulated Late Charges      | \$235.62           |
| Recoverable Balance           | \$2,970.00         |
| Other Fees                    | \$53.50            |
| Cost of Suit and Title Search | \$550.00           |
| Attorney's Fees               | \$1,000.00         |
| <b>TOTAL</b>                  | <b>\$34,676.47</b> |

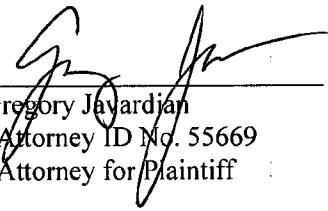
plus interest from 5/22/2008 at \$6.93 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on January 7, 2008. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$34,676.47 together with the interest from 5/22/2008 at \$6.93 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

**EXHIBIT 'A'**

## Fleet Bank

## Mortgage

(for use in CT, FL, MA, ME, PA, and RI)

**Principal Loan Amount: U.S. \$  
\$33,200.00**

Maturity Date:  
APRIL 11, 2018

Borrower(s)/Mortgagor(s):  
**RICKY S LANSBERRY and KIMBERLY LANSBERR**

727200 32078040-5nJ

Mailing Address:  
**308 TURNPIKE AVE  
CLEARFIELD, PENNSYLVANIA 16830**

Clerkfield Board

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgaggee ("Lender"):

Name of Lender: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**

Lender's Address for Notices: **CONSUMER LOAN OPERATIONS**  
**315-317 COURT STREET, P.O. BOX 3092**  
**UTICA, NY 13502**

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note in favor of Lender in the Principal Loan Amount set forth above, which note was dated the same date as this Mortgage and is due and payable in full by the Maturity Date set forth above (the "Note"), together with interest thereon and all renewals, extensions, and conversions of or modifications to the Note; the payment of all other sums provided in the Note or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Note, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Florida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to, and not exclusive of, rights conferred under Sections 254, 271, 272 and 291-F of the New York Real Property Law.

**PROPERTY UNDER MORTGAGE**

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

31000 Rev. 11/2002

Page 1 of 7

ANSBERRY, RICKY S

Record and Return To:  
Integrated Loan Services  
27 Inwood Road  
Rocky Hill, CT 06871

34150

4 4 4 4 4 4 4 , 7 6 3 0 , 0 8 1 9 2 . 3 , 0 3 / 1 9 9 5

#### OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal, Interest, and Other Charges.** Borrower shall promptly pay, when due, the principal and interest indebtedness secured by the Mortgage and any other charges due under the Note. (PA customers only; including a late fee in the amount of \$ 6.73 for each late payment).
- 2. Application of Payments.** Unless otherwise provided in the Note or required by applicable law, all payments received by Lender shall be applied first to interest accrued through the date of payment, then to principal due to the date of payment, then to other charges, if any, that have not been added to principal and, finally, to principal that is not yet due.
- 3. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any household payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.
- 4. Hazard and Flood Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smaller of: (a) the amount of any obligation having priority over this Mortgage, plus one hundred ten percent (110%) of the unpaid balance of principal and interest on the Note; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) the maximum amount permitted by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

5. **Preservation and Maintenance of Property; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligations under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to: (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interests of the unit owners in the project; or (c) the effacement of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.

7. **Inspection.** Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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

**9. Borrower Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**11. Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Note; and (b) any notice required or permitted to be given to Lender under this Mortgage shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

**12. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Note that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Note are declared to be severable.

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

**14. Events of Default.** Borrower shall be in default under this Mortgage if: (1) Borrower fails to make any payment due under the Note or this Mortgage within 10 days of its due date (60 days, if you paid any prepaid finance charge and this is a secondary mortgage on a 1- to 4-family dwelling located in Connecticut); (2) Borrower breaks any of the promises or agreements in the Note or in this Mortgage; (3) Borrower has made any false or misleading statements in connection with the Note or this Mortgage; (4) a petition is filed by or against any person liable on the Note under any bankruptcy or insolvency law; (5) any person liable on the Note dies or becomes unable to manage his or her affairs; (6) the value of the Property is significantly impaired; (7) anything else happens that Lender reasonably believes affects Borrower's ability to repay the Note; (8) Borrower fails to furnish any updated financial statement or other credit information Lender requests from time to time; or (9) Borrower fails to permit Lender, at Lender's request, to inspect or appraise the Property from time to time.

**15. Acceleration; Remedies.** On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fees to the extent permitted by law. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

**16. Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**17. Waiver of Homestead; Dower and Curtesy.** When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.

18. Release. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of filing the satisfaction of mortgage.

**19. New York Lien Law.** If the Note and Mortgage are governed by New York law, the Borrower (a) will receive all amounts advanced under the Note subject to the trust fund provisions of Section 13 of the New York Lien Law and agrees to use any money received from Lender under the Note for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose; and (b) hereby requests exemption pursuant to Section 253 (2) of the New York Tax Law, if applicable.

|                     |  |                          |                    |
|---------------------|--|--------------------------|--------------------|
| 21000D Rev. 11/1/95 |  | KAREN L. STARCK          |                    |
|                     |  | REGISTER AND RECORDER    | CLEARFIELD COUNTY  |
|                     |  | Pennsylvania             |                    |
|                     |  | INSTRUMENT NUMBER        | 200309196          |
|                     |  | RECORDED ON              | May 30, 2003       |
|                     |  | 9:30:57 AM               | Total Pages: 7     |
|                     |  | RECORDING FEES -         | \$19.00            |
|                     |  | RECORDER                 | COUNTY IMPROVEMENT |
|                     |  |                          | \$2.00             |
|                     |  | FUND                     | STATE IMPROVEMENT  |
|                     |  |                          | \$3.00             |
|                     |  | RECORDER IMPROVEMENT     | \$3.00             |
|                     |  | FUND                     |                    |
|                     |  | JUDGE/ACCESS TO          | \$10.00            |
|                     |  | JUSTICE                  |                    |
|                     |  | STATE WRIT FAX           | \$0.50             |
|                     |  | TOTAL                    | \$34.50            |
|                     |  | CUSTOMER                 |                    |
|                     |  | INTEGRATED LOAN SERVICES |                    |

44444444.7630.00196.3.63/195

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

NOTICE TO CONSUMER: 1. Do not sign this Mortgage before you read it.  
2. You are entitled to a copy of this Mortgage.

IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 7TH day of APRIL (month), 2003. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

  
(Signature of Witness One)  
Printed Name: Phyllis Capatch

  
(Mortgagor/Borrower Signature)  
Printed Name: RICKY S LANSBERRY

(Signature of Witness Two)  
Printed Name:

  
(Signature of Witness One)  
Printed Name: Phyllis Capatch

  
(Mortgagor/Borrower Signature)  
Printed Name: KIMBERLY LANSBERRY

(Signature of Witness Two)  
Printed Name:

STATE/COMMONWEALTH OF PENNSYLVANIA, COUNTY CLEARFIELD, SS.

Date: APRIL 7, 2003

Then personally appeared before me RICKY S LANSBERRY and KIMBERLY LANSBERRY known by me (or satisfactorily proven) to be the Mortgagor(s) named in the foregoing instrument, and acknowledged the execution of such instrument for the purposes contained therein to be his/her/their [circle one] free act and deed.

WILLIAM A. SHAW  
Notary Public  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

21000E Rev. 11/2002

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[Seal]  
Notary Public  
Print Name: WILLIAM A. SHAW  
My Commission Expires  
Clearfield Co., Clearfield PA  
1st Monday in Jan. 2006  
WILLIAM A. SHAW  
Notary Public  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

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EXHIBIT A  
TO  
MORTGAGE

Borrower(s)/Mortgagor(s): RICKY S LANSBERRY and KIMBERLY LANSBERRY Date of Mortgage: APRIL 7, 2003

Mortgagee: FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND Property Address: 308 TURNPIKE AVE CLEARFIELD, PENNSYLVANIA 16830

The Property is located in CLEARFIELD (city/town).

CLEARFIELD (county). PENNSYLVANIA (state)

and is bounded and described as follows:

Being the same property conveyed and described in a Deed recorded among the land records of the County set forth above:

Deed recorded in Inst #200213218  
PARCEL ID 4-3-K-8-20e-53

Remit all Legal Documents to: -----

~~Fleet Bank~~  
Consumer Loan Operations, 315-317 Court Street, P.O. Box 3092  
Utica, NY 13502

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagee, FLEET BANK

is: PETER D. KIERNAN PLAZA, ALBANY, NEW YORK 12207

Joseph P. Walsh  
Name

Supervisor  
Title

Printed Name and Address of Person Who Prepared This Mortgage:

Name: Fleet National Bank, Principally Located in Rhode Island  
Address: 70 Batterson Park Road, 1st Floor  
City, ST, Zip: Farmington, CT 06032

# EXHIBIT 'B'

**FLEET BANK**  
**CONSUMER NOTE AND SECURITY AGREEMENT**  
**FIXED RATE SIMPLE INTEREST**

(CT, FL, MA, ME, NH, NJ,  
NY, PA and RI only)

**\$ 33,200.00**

Principal Loan Amount

Finance Charge Accrued As Of **APRIL 11, 2003**

Account # **7220032078040**

Date: **APRIL 7, 2003**

In this Note and Security agreement ("Note"), "I", "me", and "my" mean each and all of the persons who signs as Borrower or Co-Borrower. "You", "your", and "Bank" mean:  
 Name of Bank: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**  
 Address for Notices: **315-317 COURT STREET, P.O. BOX 3092, P.O. BOX 3092, UTICA, NY 13502**

TRUTH IN LENDING DISCLOSURES

| ANNUAL PERCENTAGE RATE<br>(The cost of my credit as a yearly rate.) | FINANCE CHARGE<br>(The dollar amount the credit will cost me.) | Amount Financed<br>(The amount of credit provided to me or on my behalf.) | Total Of Payments<br>(The amount I will have paid after I have made all payments as scheduled.) |
|---|--|---|---|
| <b>8.990 %</b>  | <b>\$ 27,377.20</b>  | <b>\$ 33,200.00</b>   | <b>\$ 60,577.20</b>   |

**PAYMENT SCHEDULE**

| Number of Payments | Amount of Payments | When Payments Are Due  |
|--------------------|--------------------|--|
| <b>180</b>         | <b>\$ 336.54</b>   | The <b>11TH</b> day of each month<br>beginning <b>MAY 11, 2003</b> |

**SECURITY.** I am giving security interest in the following property (list location, if real estate):

**308 TURNPIKE AVE  
CLEARFIELD, PENNSYLVANIA 16830**

**FILING FEES AND TAXES. \$ 0.00**

**REQUIRED DEPOSIT.** If this loan is secured by a pledge of a deposit account, the annual percentage rate does not take into account the pledged deposit.

**CANCELLATION.** If I pay off early, I will not be entitled to a refund of any prepaid finance charge. If I pay off within **ONE** year(s) of the date of this Note, I will be required to pay an early termination fee of **\$ 250.00**.

**ASSUMPTION.** If this Note is secured, a person who buys the collateral cannot assume the remainder of this loan obligation or its original terms.

**LATE CHARGE.** If I make a payment late, I will be charged the late charge permitted by law, indicated below:

- the lesser of 5% of the payment or \$5, if the payment is at least 10 days overdue.
- the lesser of 5% of the payment or \$10, if the payment is at least 10 days overdue.
- the lesser of 5% of the payment or \$35, if the payment is at least 10 days overdue.
- the greater of 7% of the payment or \$12.50, if the payment is at least 10 days overdue.
- 2% of any payment that is at least 15 days overdue.
- 3% of any payment that is at least 15 days overdue.
- 5% of any payment that is at least 15 days overdue.

**CONTRACT TERMS.** I will read the rest of this Note and any mortgage or other agreement securing it for additional information about nonpayment, default, any required payment in full before the scheduled date, prepayment refunds and penalties.

**NOTICE TO CONSUMER:** (1) Do not sign this Note before you read it.

(2) You are entitled to a copy of this Note.

By signing below, I agree to all of the terms of this Note, including the terms on each page of this Note. I also acknowledge receiving a completed copy of this Note and of all other documents and disclosures relating to this Note.

Note: If this Note is secured by my home and I am not using the loan proceeds to purchase or construct that home, I am also acknowledging receipt of two copies of the Notice of Right to Cancel.

**EXECUTED UNDER SEAL**, as of the date set forth at the top of this Note.

Borrower: Ricky S. Lamberry  
 RICKY S. LAMBERGER  
 Address: 308 TURNPIKE AVE., CLEARFIELD, PENNSYLVANIA 16830

Co-Borrower: \_\_\_\_\_

Address: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

Address: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

Address: \_\_\_\_\_

**ITEMIZATION OF AMOUNT FINANCED**

|  |             |                         |
|--|-------------|-------------------------|
| 1. Loan Proceeds.....  | \$          | <b>33,200.00</b>        |
| 2. Prepaid Finance Charge.....   | \$          | <b>33,200.00</b>        |
| 3. Net amount paid directly to me (1-2).....                             | \$          |                         |
| 4. Amount applied to my existing debt to you.....                        | \$          |                         |
| 5. Amount paid to others on my behalf.....                               | \$          |                         |
| consisting of:   |             |                         |
| a. \$ _____ to public officials (mortgage tax)                           | j. \$ _____ | title insurance         |
| b. \$ _____ to public officials (mortgage filing fee)                    | k. \$ _____ | title examination       |
| c. \$ _____ to public officials (UCC or certificate of title filing fee) | l. \$ _____ | documentary preparation |
| d. \$ _____ to (name)  | m. \$ _____ | notary fee              |
| e. \$ _____ to (name)  |             |                         |
| f. \$ _____ to (name)  |             |                         |
| g. \$ _____ to documentary stamp tax                                     |             |                         |
| h. \$ _____ to intangible tax  |             |                         |
| i. \$ _____ to appraisal fee   |             |                         |
| 6. Amount Financed (3+4+5).....  | \$          | <b>33,200.00</b>        |
| 7. Prepaid Finance Charge.....   | \$          |                         |
| 8. Principal Loan Amount (6-7).....                                      | \$          | <b>33,200.00</b>        |

**CONSENT TO SECURITY AGREEMENT**

In consideration of making this loan, the undersigned hereby grants the Bank a security interest in the Collateral described in the "Security" section of the Note and agrees to be bound by all the terms of the Note applicable to the Collateral. Unless the undersigned signs this Note as a Guarantor, the undersigned is not personally obligated to pay this Note.

The undersigned acknowledges receipt of a completed copy of this Note.

Owner or Co-owner: Kimberly Lamberry  
 KIMBERLY LAMBERGER  
 Date: APRIL 7, 2003

Owner or Co-owner: \_\_\_\_\_

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

Owner or Co-owner: \_\_\_\_\_

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

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

**USE OF LOAN PROCEEDS.** I will use the proceeds of this Note primarily for the following purpose:  
**REFINANCING DEBT**

**PROMISE TO PAY.** To repay my loan, I promise to pay you or to your order, the Principal Loan Amount plus interest and other charges provided for in this Note and in any mortgage or other agreement securing this Note.

**PAYMENTS.** I agree to pay the Principal Loan Amount and interest by making the payments shown above in the Payment Schedule. Any amounts not paid sooner is due and payable in full on **APRIL 11, 2018** (the "Maturity Date"). Because interest is charged on each day's balance, late payments increase the amount I owe, while early payments decrease that amount. My final payment will be adjusted to reflect any greater or lesser amount I owe as the result of the actual dates on which I make payments.

**INTEREST.** I agree to pay interest on the daily balance of the principal loan amount until paid in full, including after default and acceleration, at a simple annual interest rate of 8.990 %. Interest will be computed on the basis of a 365-day year and the actual number of days elapsed.

If checked here  , the interest rate stated in the preceding paragraph will be effective on the day of the sixth (6<sup>th</sup>) payment due date. Until that interest rate becomes effective, I agree to pay interest at a simple interest rate of                    %.

**SINGLE INTEREST INSURANCE.** If checked here , I must obtain Single Interest Insurance to protect your interest in the Collateral. This insurance is for your sole protection and my interest is not covered. Coverage is available through you. If I obtain this insurance through you, the premium for the full term of the Note will be the amount disclosed in the Itemization of Amounts Financed.

**SECURITY.** My loan will be secured according to the description checked below.

This Note is unsecured.  
 This Note is secured by

This Note is secured by a mortgage on the real estate described above in the disclosure section entitled "Security."

I hereby pledge to you the following deposit account, and any additions to, renewals of, or replacements for such account, to secure this Note:

I hereby grant you a security interest in the following personal property, and in any proceeds from, additions to, or replacements for the property to secure this Note:

Make: \_\_\_\_\_ Model: \_\_\_\_\_  
Year: \_\_\_\_\_ V.I.N.: \_\_\_\_\_  
Other: \_\_\_\_\_

Location of Property: \_\_\_\_\_

All of the property described in this "Security" provision is referred to in this Note as "Collateral."

**NATURE OF MY RESPONSIBILITIES.** If more than one person signs this Note, each is jointly and severally liable. This means that each person who signs this Note is fully and personally obligated to pay the full amount owed and keep all of the other promises in this Note. You can enforce this Note against any one or more of us or against any one of our heirs, executors, or legal representatives. I may not assign this Note to anyone. You may assign this Note and any mortgage or other agreement securing it to another party.

**LATE PAYMENTS.** If I fail to make a payment on time, you may charge me a late payment penalty as provided in the disclosure section of this Note entitled "Late Charge."

**CANCELLATION.** I may prepay this Note, in whole or in part, at any time. If I prepay this Note in full, I will not be entitled to a refund of any prepaid finance charges, and you may charge me an early cancellation fee as provided in the disclosure section of this Note entitled "Cancellation." If I prepay in part, I must continue to make regular payments until the Note is paid in full.

**RETURNED CHECK CHARGE.** If a check or other instrument with which I make a payment on this note is returned to you unpaid for any reason, I will be charged 5 20.00. You will waive this fee if my check is drawn on a Fleet Bank deposit account.

**MISCELLANEOUS FES.** You may charge me additional fees for extra services, such as providing research and copies of documents.

**PROPERTY INSURANCE.** I must keep any Collateral that is not in your possession insured to your satisfaction. I may obtain insurance, including any required single interest insurance, from anyone I want that is 10164B Rev. 11/2002 -P-

acceptable to you. I agree to name you as the party to be paid in the event of a loss. You may settle claims and endorse my name on any settlement checks you receive. I hereby assign to you any unearned premiums or ~~de~~ refunded premiums for this insurance. cc

**WARRANTIES WITH RESPECT TO COLLATERAL.** For the term

of this Note I warrant that:

- (1) I own and will keep the Collateral free from all liens (except as disclosed in writing);
- (b) If the Collateral is a motor vehicle or a titled boat, I will be the registered owner and your security interest will be the only lien shown on any certificate of title issued now or in the future;
- (c) I will not transfer all or any interest in the Collateral to anyone else or permit anyone else to obtain an interest in it;
- (d) I will keep the Collateral in good repair and pay all taxes, insurance, and assessments on it;
- (e) I will keep the Collateral insured with coverage, including comprehensive, fire, theft and collision, that is satisfactory to you;
- (f) I will not use the Collateral or permit anyone else to use it illegally;
- (g) I will notify you in writing if I move or if the Collateral suffers any loss or damage;
- (h) I will not relocate the Collateral at any time without your prior written consent;
- (i) I will permit you to inspect the Collateral at any time; and
- (j) I will sign any documents you consider to be necessary or appropriate to protect your interest in the Collateral.

**YOUR RIGHT TO PROTECT THE COLLATERAL.** If I do not pay the taxes or insurance premiums due on the Collateral, maintain the Collateral in good condition or repair, or promptly remove any claim against it, you may (but do not have to) do so and charge me the cost. I agree to pay any such amounts immediately on demand. So long as any such amounts remain unpaid, they shall be considered to be additional principal under this Note. My obligation to pay such amounts shall be secured by your interest in the Collateral and I agree to pay interest on such amounts at the rate stated in this Note.

**DEFAULT.** To the extent permitted under applicable law, I will be in default under this Note if: (1) I fail to make any payment within 10 days of its due date (60 days, if I paid any prepaid finance charge) and this Note is secured by a secondary mortgage on a 1- to 4- family dwelling located in Connecticut; (2) I break any of the promises or agreements in this Note or in any mortgage or other agreement securing it; (3) I have made any false or misleading statements in connection with this Note; (4) a petition is filed by or against me under any bankruptcy or insolvency law; (5) I die or become unable to manage my affairs; (6) the value of the Collateral is significantly impaired; (7) anything else happens that you reasonably believe affects my ability to repay this Note; (8) I fail to furnish any updated financial statement or other credit information you request from time to time; or (9) I fail to permit you, at your request, to inspect or appraise the Collateral from time to time. An event of default by or applicable to any borrower, co-borrower, or guarantor shall constitute an event of default by all of them.

**SET-OFF.** You have the right to set off if I am in default on this Note. Having a right of set-off means that, to the extent permitted by law, you may (but do not have to) apply any balance in any account I

maintain with you to satisfy or reduce the balance due under this Note. **CONSEQUENCES OF DEFAULT.** If I default, you will have the right to require immediate payment of everything I owe you, subject to any notification or cure periods required under applicable law. If I have purchased credit life or disability insurance, you may cancel the insurance and apply any unearned premiums to the outstanding balance of my Note. You will also have the right to enforce any security interest or mortgage you have in my property. If you repossess any personal property that is part of the Collateral, I will notify you by registered mail promptly (but in any event by not more than 3 days after you take possession of the Collateral) if I claim that the property you repossessed included any property that was not part of the Collateral. If you agree with my claim, I will retake possession of such property within 48 hours or you will consider me to have abandoned it. You may sell Collateral consisting of personal property after repossession at public or private sale. You will give me reasonable notice of the time and place set for any public sale or of the time after which any private sale or other intended disposition of the Collateral is to be made. Unless otherwise required by law, you shall be deemed to have given me reasonable notice if you have mailed written notice to me or to any other person entitled to receive notice at least 10 days before the date on which the sale or other disposition of the Collateral is scheduled to occur. The proceeds of any sale will be applied first to your collection costs and attorneys' fees and the costs of repossessing the Collateral, storing it, preparing it for sale, and selling it. Any remaining proceeds will be applied to the unpaid balance of principal, interest, and other charges due under this Note. If the proceeds of the sale are not sufficient to pay all that I owe, I must pay the deficiency to the extent permitted by law. If the proceeds of the sale exceed the amount I owe, the surplus will be paid to me or to any other person legally entitled to it.

**COLLECTION COSTS.** To the extent permitted by law, I will pay all of your reasonable collection costs, including court costs and attorneys' fees. If the property securing the Note is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including attorney's fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorney's fees incurred in any appellate and bankruptcy

proceedings. If I am successful in asserting any partial defense, set-off, or counterclaim against you, the creditor may withhold payment of part or all of your attorneys' fees. **New Hampshire and New York Residents Only:** If I prevail in any action brought by me or the Bank with respect to this Note, I may be awarded reasonable attorneys' fees. **Maine Residents Only:** I will not be required to pay your attorneys' fees unless this Note is secured by real estate. **Pennsylvania Residents Only:** If this Note is secured by real estate, I will pay all of your reasonable attorneys' fees which are actually incurred in connection with foreclosure or other legal action and up to \$50.00 for your reasonable attorney's fees which are actually incurred prior to commencement of foreclosure or other legal action.

**TAX DEDUCTIBILITY.** I should consult a tax advisor regarding the deductibility of interest and other charges paid on this Note.

**WAIVERS AND RELEASES.** You can waive or delay enforcing any right under this Note without losing that right or any other. You can waive or delay enforcing a right as to one of us without waiving it as to any other. You can release any Collateral or release one of us from responsibility under this Note without releasing others. You can file financing statements on my behalf (for which purpose I hereby appoint you my attorney in fact). If the Collateral is a motor vehicle or titled boat, you may take any action you think is necessary or appropriate to ensure that your security interest is shown on the certificate of title. Your failure to do any of these things shall not affect my obligations to pay all amounts due under this Note. You do not have to give anyone notice of any waiver, delay, or release, nor do you have to notify me of any default by any other person who is responsible for payment of this Note. This Note contains the entire agreement between you and me (except when the Collateral is real estate and a mortgage is given). It may be changed only in a writing signed by you and me.

**APPLICABLE LAW.** Notes Secured by Real Estate: If I reside in ME, NY, NJ, PA, or RI, this Note is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters directly related to the Bank's lien and its ability to enforce its lien on the real property securing this Note where the law of the state where the property is located will govern. If I reside in CT, MA, FL or NH, this Note is governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the

real property securing this Note where the law of the state where the property is located governs.

Notes Secured by Collateral other than Real Estate: If I reside in ME, NY, NJ, RI or PA and this Note is not secured by real estate, this Note is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the law of the state where the collateral is located will govern. If I reside in CT, MA, FL, or NH and this Note is not secured by real estate, this note is governed by the law of the state where I reside except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the law of the state where the collateral is located will govern.

To the extent that federal law preempts state law, this Note is governed by federal law. If any provision of this Note conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Note shall not be affected.

**DOCUMENTATION.** I agree to execute or re-execute any document, including a revised version of this Note, that you request in order to correct any error or omission in the original Note, security instrument, or other loan documents.

**NOTICE.** Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to me under this Note shall be sent by regular mail, addressed to me at the address set forth below my signature on this Note; and (b) any notice required or permitted to be given to the Bank under this Note shall be sent by regular mail addressed to you at the Address for Notices identified at the beginning of this Note. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph. Any notice provided for in this Note shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

**FL. DOCUMENTARY STAMPS.** State of Florida Documentary Stamps in the amount required by law are affixed to the mortgage securing this Note and cancelled pursuant to law.

#### NOTICE TO CO-SIGNER

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

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

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

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

#### NEW YORK NOTICE TO CO-SIGNER

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorneys' fees, or other charges that may be stated in the Note or contract. You will also have to pay some or all of these costs and charges if the Note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This notice is not the Note, contract, or other writing that obligates you to pay the debt. Read the Guaranty, below, for the exact terms of your obligation.

Name of Debtor: \_\_\_\_\_ Name of Creditor: \_\_\_\_\_

Date of Debt: \_\_\_\_\_

Total of Payments: \_\_\_\_\_

Type of Debt: \_\_\_\_\_  
By signing below, you acknowledge that you have been given a completed copy of this Notice and of the Note (which obligates the debtor) and of the Guaranty (which obligates you).

Guarantor: \_\_\_\_\_

Guarantor: \_\_\_\_\_

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

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

#### GUARANTY

To induce the Bank to make this loan, each of the undersigned ("Guarantor") unconditionally guarantees the payment when due of all money owed under the Note and any mortgage or other agreement securing it. Each guarantor is jointly and severally liable with the Borrower. This means that the Bank does not have to try to collect from anyone or repossess any Collateral before collecting from a Guarantor. The Bank may take any action permitted under the Note or security instrument.

without notifying the Guarantor or releasing the Guarantor from responsibility. The Guarantor agrees to pay any expenses the Bank incurs in enforcing this Guaranty, including reasonable attorneys' fees and court costs. The Bank does not have to notify any Guarantor of the Bank's acceptance of this Guaranty. Any capitalized term not defined in this Guaranty has the same meaning as in the Note.

Each Guarantor agrees to the terms of this Guaranty and acknowledges receipt of a completed copy of the Note, this Guaranty, and of all other documents and disclosures given to the Borrower.

Guarantor: \_\_\_\_\_  
(Co-signer)  
Date: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

# EXHIBIT 'C'

ALL that certain piece or parcel of land, situate and lying in the Third Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a 3/8" rebar set in the center line of a 12 foot private alley, said 3/8" rebar also being the northwestern corner of the parcel herein described; thence by the center line of the 12 foot private alley South 77° 32' 36" East 17.431 feet to a 1" steel pin; thence still by center line of the 12 foot private alley South 77° 31' 56" East 93.829 feet to a 1/2" iron pipe; thence by Turnpike Avenue and passing through a 3/4" iron pipe South 14° 21' 16" East 83.091 feet to a 3/4" iron pipe; thence by land of Leo H. and Joann M. Lanich and also by land of Emogene K. Stevens North 78° 23' 06" West 130.450 feet to a 3/8" rebar; thence by land of Miriam McCloskey North 11° 48' 03" East 76.098 feet to a 3/8" rebar set in the center line of a private alley and place of beginning. CONTAINING 0.218 acres.

BEING Lots 1 and 3 as shown on the map prepared by Yost Surveying dated July 26, 1996, and recorded in Clearfield County in Map File #1222.

BEING the same premises granted and conveyed unto James R. Coons, single, by Deed of James R. Coons, single, dated September 23, 1996, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1790 at Page 78 on September 23, 1996.

**EXHIBIT 'D'**

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

January 7, 2008

KIMBERLY LANSBERRY, A/K/A  
KIMBERLY D. LANSBERRY  
308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

RICKY S. LANSBERRY  
308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

KIMBERLY LANSBERRY, A/K/A  
KIMBERLY D. LANSBERRY  
P.O. BOX 192  
CLEARFIELD, PA 16830

RICKY S. LANSBERRY  
P.O. BOX 192  
CLEARFIELD, PA 16830

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. IS 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 "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

## STATEMENTS OF POLICY

**HOMEOWNER'S NAME(S):** RICKY S. LANSBERRY AND KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY  
**PROPERTY ADDRESS:** 308 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
**LOAN ACCT. NO.:** 3910917891  
**ORIGINAL LENDER:** FLEET NATIONAL BANK  
**CURRENT LENDER/SERVICER:** BANK OF AMERICA, N.A.

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE**  
**YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE**  
**PAYMENTS**

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE** – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out and 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 Agency of its decision on your application.

**NOTE; IF YOU ARE CURRENTLY PROTECTED BY THE FILING  
OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR  
INFORMATION PURPOSE 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 **308 TURNPIKE AVENUE, CLEARFIELD, PA 16830** IS SERIOUSLY IN DEFAULT because:  
A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due 8/11/2007 through 12/11/2007 at \$ 336.54 per month:

|   |                    |
|---|--------------------|
| Monthly payments plus late charges accrued: | \$ 1,851.00        |
| Corporate advance:                          | \$ 295.00          |
| Suspense:                                   | <u>(\$ 0.00)</u>   |
| <b>TOTAL AMOUNT TO CURE DEFAULT</b>         | <b>\$ 2,146.00</b> |

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): 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 **\$2,146.00** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, 4161 Piedmont Pkwy, Greensboro, NC 27401. Contact : Donna Card

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) 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 this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

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

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

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

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER-

Name: Bank of America  
Address NC4-105-02-48, 4161 Piedmont Pkwy  
City and State: Greensboro, NC 27401

Tel no. 1-800-588-5402

Contact name: Donna Card

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 (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale that the other requirements of the mortgage are satisfied.

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

*Gregory Javardian*  
ATTORNEY FOR LENDER

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

**CLEARFIELD COUNTY**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**  
Royal Remax Plaza  
Altoona, PA 16602  
917 A Logan Boulevard  
888.511.2227

**CCCS of Western PA**  
219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

**Indiana Co. Community Action Program**  
827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**  
4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

### **VERIFICATION**

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

Craig Heaton

**Attorney in Fact**

Bank of America, N.A.,  
s/b/m Fleet National Bank

Loan #3910917891

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-895-CD

985

BANK OF AMERICA, N.A. s/b/m/ FLEET NATIONAL BANK

vs

RICKY S. LANSBERRY and KIMBERLY LANSBERRY, a/k/a KIMBERLY D. LANSBERRY  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 06/27/2008

HEARING:

PAGE: 104221

DEFENDANT: RICKY L. LANSBERRY  
ADDRESS: 308 TURNPIKE AVE  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

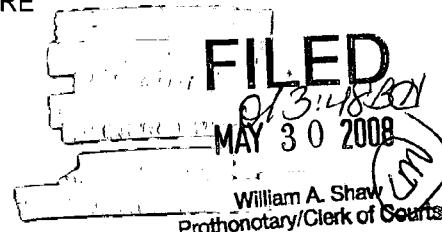
CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

5-30-08N/H



SHERIFF'S RETURN

NOW 30th May 2008 AT 10:01:44 AM / PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON RICKY L. LANSBERRY, DEFENDANT

BY HANDING TO Kimberly L. Lansberry, wife

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

ADDRESS SERVED 308 TURNPIKE AVE CLE

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR RICKY L. LANSBERRY

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO RICKY L. LANSBERRY

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DAY OF 2008

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

George F. DeHaven  
Deputy Signature  
George F. DeHaven  
Print Deputy Name

**FILED**

**MAY 30 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**MAY 30 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-895-CD

BANK OF AMERICA, N.A. s/b/m/ FLEET NATIONAL BANK

vs

RICKY S. LANSBERRY and KIMBERLY LANSBERRY, a/k/a KIMBERLY D. LANSBERRY  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 06/27/2008

HEARING:

PAGE: 104221

DEFENDANT: KIMBERLY LANSBERRY aka KIMBERLY D. LANSBERRY

ADDRESS: 308 TURNPIKE AVE.  
CLEARFIELD, PA 16830

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

**FILED**

06/30/2008  
MAY 30 2008

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS 5-3008 NJH

**SHERIFF'S RETURN**

NOW 30th May 2008 AT 1:41 AM PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON KIMBERLY LANSBERRY aka KIMBERLY D. LANSBERRY,  
DEFENDANT

BY HANDING TO Kimberly Lansberry, Def

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

ADDRESS SERVED 308 TURNPIKE AVE CLEF

NOW \_\_\_\_\_ AT \_\_\_\_\_ AM / PM POSTED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE FOR KIMBERLY LANSBERRY aka KIMBERLY D. LANSBERRY

AT (ADDRESS) \_\_\_\_\_

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

I MAKE RETURN OF **NOT FOUND** AS TO KIMBERLY LANSBERRY aka KIMBERLY D. LANSBERRY

REASON UNABLE TO LOCATE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
DAY OF 2008

So Answers CHESTER A. HAWKINS, SHERIFF

BY:

George J. DeHaas  
George F. DeHaas  
Print Deputy Name

**FILED**

**MAY 30 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

**FILED**

**MAY 30 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY

PENNSYLVANIA

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK,  
Plaintiff

vs.

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY,  
Defendants

CIVIL ACTION-LAW

No. 08-985-CD

MORTGAGE FORECLOSURE

MOTION TO COMPEL FILING OF  
AFFIDAVIT OF SERVICE

Filed on behalf of: Plaintiff,  
BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK

Counsel for Record for this Party:  
Gregory Javardian, Esquire  
P.A. ID# 55669  
Law Offices of Gregory Javardian  
1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966  
(215) 942-9690

Dated: 7/17/2008

FILED ICC Atty  
9/3:20am Javardian  
JUL 21 2008

William A. Shaw  
Prothonotary/Clerk of Courts

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

---

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK,  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

CLEARFIELD COUNTY

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY,  
Defendants

No. 08-985-CD

---

MOTION TO COMPEL FILING OF AFFIDAVIT OF SERVICE  
PURSUANT TO PA.R.C.P. 405(e)

AND NOW, comes Plaintiff, by its attorney, Gregory Javardian, Esquire, and motions this Honorable Court to Compel the filing of Affidavit of Service in the above case pursuant to Pa.R.C.P. 405(e) and avers in support hereof:

1. This matter concerns an action in Mortgage Foreclosure instituted by Plaintiff to recover amounts due and owing by virtue of a default on a Note and Mortgage.
2. Plaintiff filed the Complaint in Mortgage Foreclosure on May 28, 2008. A true and correct copy of the Complaint is attached hereto, made part hereof, and marked as Exhibit "A".
3. Service of the Complaint was effectuated upon the Defendants on May 30, 2008, by the Clearfield County Sheriff's Office.

4. To date the Clearfield County Sheriff's Office has not filed the Affidavit of Service for the Complaint with the Clearfield County Prothonotary's Office.
5. As a result, Plaintiff has been prevented from filing a default judgment against the Defendants even though to date the Defendants have not filed an Answer to the Complaint.
6. Pennsylvania Rule of Civil Procedure 405(a) provides that when service of original process has been made the Sheriff shall make a return of service and in accordance with Pennsylvania Rule of Civil Procedure 405(e) the return of service shall be filed with the Prothonotary.
7. Furthermore, under Pennsylvania Rule of Civil Procedure 405(g) the Sheriff upon filing the return of service shall notify by ordinary mail the party requesting service be made.
8. Pursuant to Pa.R.C.P. 405(e), Plaintiff seeks an Order compelling the Clearfield County Sheriff's Office to immediately file the Affidavit of Service with the Clearfield County Prothonotary's Office and in accordance with Pa.R.C.P. 405(g) notify the Plaintiff of the filing of the Affidavit of Service by U.S. mail.

WHEREFORE, Plaintiff requests the Court to enter an Order compelling the Clearfield County Sheriff's Office to immediately file the Affidavit of Service with the Clearfield County Prothonotary's Office and notify the Plaintiff of the filing of the Affidavit of Service by U.S. mail.

Date: 7/17/2008

Gregory Javardian

Gregory Javardian, Esquire  
Attorney for Plaintiff

# EXHIBIT 'A'

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEDMONT PARKWAY  
GREENSBORO, NC 27410-8110  
PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

VS.

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY  
308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830  
DEFENDANTS

NO. 08-985-CD

COMPLAINT IN  
MORTGAGE FORECLOSURE

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defense or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without 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, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Daniel J. Nelson,  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 ext. 5982

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

MAY 28 2008

Attest.

*William E. Prothonotary*  
Clerk of Courts

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
ID# 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

---

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK  
NC 4-105-02-63  
4161 PIEDMONT PARKWAY  
GREENSBORO, NC 27410-8110  
PLAINTIFF

COURT OF COMMON PLEAS  
CIVIL DIVISION  
CLEARFIELD COUNTY

VS.

NO.

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY  
308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830  
DEFENDANTS

COMPLAINT IN  
MORTGAGE FORECLOSURE

CIVIL ACTION MORTGAGE FORECLOSURE

1. Bank of America, N.A., s/b/m Fleet National Bank (hereinafter referred to as "Plaintiff") is an Institution conducting business under the Laws of the Commonwealth of Pennsylvania with a principal place of business at the address indicated in the caption hereof.
2. Ricky S. Lansberry and Kimberly Lansberry, a/k/a Kimberly D. Lansberry (hereinafter referred to as "Defendants") are adult individuals residing at the address indicated in the caption hereof.
3. Plaintiff brings this action to foreclose on the mortgage between Defendants and itself as Mortgagee. The Mortgage, dated April 7, 2003, was recorded on May 30, 2003 in the Office of the Recorder of Deeds in Clearfield County at Instrument No. 200309196. A copy of the Mortgage is attached and made a part hereof as Exhibit 'A'.
4. The Mortgage secures the indebtedness of a Note executed by Ricky S. Lansberry on April 7, 2003 in the original principal amount of \$33,200.00 payable to Plaintiff in monthly installments with an interest rate of 8.99%. A copy of the Note is attached and made a part hereof as Exhibit 'B'.

5. The land subject to the mortgage is 308 Turnpike Avenue, Clearfield, PA 16830. A copy of the Legal Description is attached and made a part hereof as Exhibit 'C'.
6. The Defendants are the Record Owners of the mortgaged property located at 308 Turnpike Avenue, Clearfield, PA 16830.
7. The Mortgage is now in default due to the failure of Defendants to make payments as they become due and owing. As a result of the default, the following amounts are due:

|                               |                    |
|-------------------------------|--------------------|
| Principal Balance             | \$28,143.70        |
| Interest to 5/21/2008         | \$1,723.65         |
| Accumulated Late Charges      | \$235.62           |
| Recoverable Balance           | \$2,970.00         |
| Other Fees                    | \$53.50            |
| Cost of Suit and Title Search | \$550.00           |
| Attorney's Fees               | \$1,000.00         |
| <b>TOTAL</b>                  | <b>\$34,676.47</b> |

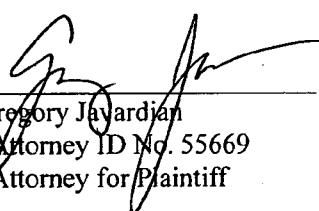
plus interest from 5/22/2008 at \$6.93 per day, costs of suit and attorney's fees.

8. The attorney's fees set forth above are in conformity with the Mortgage documents and Pennsylvania Law, and will be collected in the event of a third party purchase at Sheriff's sale. If the Mortgage is reinstated prior to the Sale, reasonable attorney's fees will be charged.
9. Pennsylvania law requires that a plaintiff in mortgage foreclosure provide a defaulting mortgagor with a Notice of Intention to Foreclose ("Act 6 Notice") 41 P.S. Section 403 and Notice of Homeowners' Emergency Mortgage Assistance ("Act 91 Notice") 35 P.S. Section 1680.403c.

10. The Notice of Intention to Foreclose and Notice of Homeowners' Emergency Mortgage Assistance were required and Plaintiff sent the uniform notice as promulgated by the Pennsylvania Housing Finance Agency to the Defendants by regular and certified mail on January 7, 2008. A copy of the Notice is attached and made a part hereof as Exhibit 'D'.

WHEREFORE, Plaintiff requests the court enter judgment in Mortgage Foreclosure for the sale of the mortgaged property in Plaintiff's favor and against the Defendants, in the sum of \$34,676.47 together with the interest from 5/22/2008 at \$6.93 per day, costs of suit and attorney's fees.

Law Offices of Gregory Javardian

BY: 

Gregory Javardian  
Attorney ID No. 55669  
Attorney for Plaintiff

# EXHIBIT 'A'

**Fleet Bank**

**Mortgage**

(for use in CT, FL, MA, ME, PA, and RI)

**Principal Loan Amount:** U.S. \$  
\$33,200.00

**Maturity Date:**  
APRIL 11, 2018

**Borrower(s)/Mortgagor(s):**  
RICKY S LANSBERRY and KIMBERLY LANSBERRY

727200 3207804-SN

**Property Address:**  
308 TURNPIKE AVE  
CLEARFIELD, PENNSYLVANIA 16830

**Mailing Address:**  
308 TURNPIKE AVE  
CLEARFIELD, PENNSYLVANIA 16830

Clearfield Boro

THIS MORTGAGE is between each Mortgagor signing below ("Borrower") and the following Mortgagee ("Lender"):

Name of Lender: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**

Lender's Address for Notices: **CONSUMER LOAN OPERATIONS  
315-317 COURT STREET, P.O. BOX 3092  
UTICA, NY 13502**

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note in favor of Lender in the Principal Loan Amount set forth above, which note was dated the same date as this Mortgage and is due and payable in full by the Maturity Date set forth above (the "Note"), together with interest thereon and all renewals, extensions, and conversions of or modifications to the Note; the payment of all other sums provided in the Note or advanced to protect the security of this Mortgage; and the performance of all other covenants and agreements of Borrower contained herein and in the Note, for consideration paid, Borrower hereby mortgages, grants, and conveys to Lender, its successors and assigns forever, with statutory power of sale (if applicable) and with mortgage covenants, the property described in Exhibit A to this Mortgage (the "Property"). This Mortgage is given on the statutory condition (except in Florida). If the Property is located in New York, Lender's rights under this Mortgage are in addition to, and not exclusive of, rights conferred under Sections 254, 271, 272 and 291-F of the New York Real Property Law.

**PROPERTY UNDER MORTGAGE**

The Property includes: all improvements erected on the Property; all of Borrower's rights and privileges to all land, water, streets, and roads next to and on all sides of the Property (called "easements, rights, and appurtenances"); all rents from the Property; all proceeds (to the extent necessary to repay the amount Borrower owes) from the Property, including insurance proceeds and proceeds from the taking of all or any part of the Property by a government agency or anyone else authorized by law; and all property and rights described above that Borrower acquires in the future.

34.50

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Record and Return To:  
Integrated Loan Services

27 Inwood Road

Rocky Hill, CT 06067

4444444444 - 7530 - 00191 - 3 - 03/1985

4 4 4 4 4 4 - 7 6 5 0 . 0 0 1 9 2 . 0 . 0 5 / 1 9 5

#### OWNERSHIP OF PROPERTY

Borrower promises that Borrower lawfully owns the Property and has the right to mortgage, grant and convey the Property, and that there are no claims or charges (called "encumbrances") against the Property, except for encumbrances disclosed to Lender. Borrower is fully responsible for any losses Lender suffers because someone other than the Borrower has some of the rights in the Property that the Borrower claims, and Borrower will defend Borrower's ownership of the Property against any such claim of rights.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, and Other Charges.** Borrower shall promptly pay, when due, the principal and interest indebtedness secured by the Mortgage and any other charges due under the Note. (PA customers only: including a late fee in the amount of \$ 6.73 for each late payment)
2. **Application of Payments.** Unless otherwise provided in the Note or required by applicable law, all payments received by Lender shall be applied first to interest accrued through the date of payment, then to principal due to the date of payment, then to other charges, if any, that have not been added to principal and, finally, to principal that is not yet due.
3. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage, including Borrower's covenants to make payments when due, and will not incur any additional indebtedness under any such mortgage, deed of trust or other security agreement. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and any household payments or ground rents. Borrower will notify all prior mortgagees of Lender's Mortgage.
4. **Hazard and Flood Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require. Borrower shall maintain coverage in an amount equal to the smallest of: (a) the amount of any obligation having priority over this Mortgage, plus one hundred ten percent (110%) of the unpaid balance of principal and interest on the Note; or (b) the maximum insurable value of the Property, but in no event shall such amount be less than the amount necessary to satisfy any co-insurance requirement contained in the insurance policy; or (c) the maximum amount permitted by applicable law. If the Property is located in an area identified by federal officials as having special flood hazards and where flood insurance is available under the National Flood Insurance Act, Borrower will keep Property insured against loss by flood.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgagee clause in favor of, and in a form acceptable to, Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien that has priority over this Mortgage. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

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**5. Preservation and Maintenance of Property; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or planned unit development, Borrower shall perform all of the Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. Borrower shall promptly pay, when due, all assessments imposed by the owners' association or other governing body of any condominium project of which the Property is a part, pursuant to the provisions of the declaration, by-laws, regulations or other constituent document of the condominium project. As long as the owners' association or other governing body maintains a "master" or "blanket" policy on the condominium project that provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then Borrower's obligations under paragraph 4 to maintain hazard insurance coverage on the Property is deemed satisfied and the provisions of paragraph 4 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, regulations or other constituent document of the project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of paragraph 4. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss of the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Mortgage, with the excess, if any, paid to Borrower.

If the Property is part of a condominium project, Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property, or consent to: (a) the abandonment or termination of the project, except for abandonment or termination provided by law in the case of a taking by condemnation or eminent domain; (b) any material amendment of the declaration, by-laws or regulations of the owners' association or other governing body, or equivalent constituent document of the project, including, but not limited to, any amendment that would change the percentage interests of the unit owners in the project; or (c) the effectuation of any decision by the owners' association or other governing body to terminate professional management and assume self-management of the project.

6. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced that materially affects Lender's interest in the Property, the Lender, at Lender's option, on notice to Borrower, may make such appearances, disburse such sums, including reasonable attorney's fees, and take such action as Lender deems necessary to protect its interest. Any amounts disbursed by Lender pursuant to this paragraph 6 shall become additional principal indebtedness of Borrower secured by this Mortgage and Borrower shall pay interest on such amounts at the rate in effect from time to time under the Note. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable on notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 6 shall require Lender to incur any expense or take any action hereunder, and any action taken by Lender hereunder shall not be a waiver of, or preclude the exercise of, any of the rights or remedies accorded to Lender.

7. **Inspection.** Lender may make or cause to be made reasonable entries on and inspection of the Property, provided that Lender shall give Borrower notice prior to such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

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

100-30164-3-01/15/15

**9. Borrower Not Released; Forbearance By Lender Not A Waiver.** Extension of the time for payment or modification of any of the other terms of payment of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify the terms of payment of the sums secured by the Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the benefit of, the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signed this Mortgage, but does not execute the Note: (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage; (b) is not personally obligated to pay the sums secured by this Mortgage; and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear or make any other accommodations with regard to the terms of this Mortgage and the Note without the Borrower's consent and without releasing the Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**11. Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice required or permitted to be given to Borrower under this Mortgage shall be sent to Borrower by regular mail addressed to Borrower at the address for notices specified in the Note; and (b) any notice required or permitted to be given to Lender under this Mortgage shall be sent to Lender by regular mail addressed to Lender at Lender's Address for Notices identified at the beginning of this Mortgage. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph 11. Any notice provided for in this Mortgage shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

**12. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. Notwithstanding the foregoing, nothing herein shall limit the applicability of federal law to this Mortgage. In the event that any provision of this Mortgage or the Note conflicts with applicable law, the conflicting provision shall be deemed to be amended to afford the Lender the maximum rights allowed by law. No conflict with applicable law shall affect other provisions of this Mortgage or the Note that can be given effect without the conflicting provision and, to this end, the provisions of this Mortgage or the Note are declared to be severable.

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

**14. Events of Default.** Borrower shall be in default under this Mortgage if: (1) Borrower fails to make any payment due under the Note or this Mortgage within 10 days of its due date (60 days, if you paid any prepaid finance charge and this is a secondary mortgage on a 1- to 4-family dwelling located in Connecticut); (2) Borrower breaks any of the promises or agreements in the Note or in this Mortgage; (3) Borrower has made any false or misleading statements in connection with the Note or this Mortgage; (4) a petition is filed by or against any person liable on the Note under any bankruptcy or insolvency law; (5) any person liable on the Note dies or becomes unable to manage his or her affairs; (6) the value of the Property is significantly impaired; (7) anything else happens that Lender reasonably believes affects Borrower's ability to repay the Note; (8) Borrower fails to furnish any updated financial statement or other credit information Lender requests from time to time; or (9) Borrower fails to permit Lender, at Lender's request, to inspect or appraise the Property from time to time.

15. Acceleration; Remedies. On default, Lender may declare all sums secured by this Mortgage immediately due and payable, and Lender may invoke any of the remedies permitted under applicable law, including the STATUTORY POWER OF SALE, if any. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 15, including, but not limited to, reasonable attorneys' fees to the extent permitted by law. If the Property is located in Florida, Lender shall be entitled to collect all costs and expenses incurred in collection or foreclosure, including attorneys' fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorneys' fees incurred in any appellate and bankruptcy proceedings. If Lender invokes a STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to any other person required by applicable law, in the manner provided by applicable law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by applicable law. Lender or Lender's designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all reasonable costs and expenses of the sale, including reasonable attorneys' fees and costs of title evidence; (b) to all sums secured by this Mortgage in such order as Lender may determine; and (c) the excess, if any, to the person or persons legally entitled thereto.

16. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable. On acceleration under paragraph 15 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter on, take possession of and manage the Property and to collect the rents of the Property, including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

17. Waiver of Homestead; Dower and Curtesy. When applicable, and as permitted by law, Borrower hereby waives all rights of homestead in the Property and relinquishes all rights of dower and curtesy in the Property.

18. Release. This Mortgage shall be deemed to be satisfied, and Lender shall give Borrower a discharge therefor, when all sums secured by this Mortgage have been paid in full, and Borrower has paid Lender for the recording cost of filing the satisfaction of mortgage.

19. New York Lien Law. If the Note and Mortgage are governed by New York law, the Borrower (a) will receive all amounts advanced under the Note subject to the trust fund provisions of Section 13 of the New York Lien Law and agrees to use any money received from Lender under the Note for the purpose of paying the cost of any improvements made to the Property before using the money for any other purpose; and (b) hereby requests exemption pursuant to Section 253 (2) of the New York Tax Law, if applicable.

21000D Rev. 11/2000

KAREN L. STARCK  
REGISTER AND RECORDER  
CLERK OF FIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200309196  
RECORDED ON  
May 30, 2003  
9:30:57 AM  
Total Pages: 7

| RECORDING FEES -                            | \$19.00 |
|---|---------|
| RECORDER                                    | 12.00   |
| COUNTY IMPROVEMENT FUND                     | 12.00   |
| RECORDER IMPROVEMENT FUND                   | 12.00   |
| JCS/ACCESS TO JUSTICE                       | \$10.00 |
| STATE MRTY TAX                              | .10.50  |
| TOTAL                                       | \$41.50 |
| CUSTOMER<br>INTEGRATED LOAN SERVICES<br>INC |         |

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien that has priority over this Mortgage to give notice to Lender, at Lender's address set forth at the beginning of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

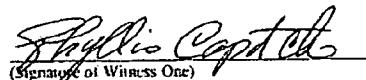
NOTICE TO CONSUMER: 1. Do not sign this Mortgage before you read it.  
2. You are entitled to a copy of this Mortgage.

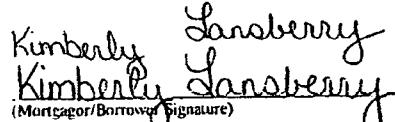
IN WITNESS WHEREOF, each of the undersigned has executed this Mortgage under seal this 7TH day of APRIL (month), 2003. WE AGREE AND ACKNOWLEDGE THAT WE HAVE RECEIVED TRUE COPIES OF THIS MORTGAGE AND ANY RIDER.

  
(Signature of Witness One)  
Printed Name: Phyllis Capatch

  
(Mortgagor/Borrower Signature)  
Printed Name: RICKY S LANSBERRY

(Signature of Witness Two)  
Printed Name:

  
(Signature of Witness One)  
Printed Name: Phyllis Capatch

  
(Mortgagor/Borrower Signature)  
Printed Name: KIMBERLY LANSBERRY

(Signature of Witness Two)  
Printed Name:

STATE/COMMONWEALTH OF PENNSYLVANIA, COUNTY CLEARFIELD, SS.

Date: APRIL 7, 2003

Then personally appeared before me RICKY S LANSBERRY and KIMBERLY LANSBERRY known by me (or satisfactorily proven) to be the Mortgagor(s) named in the foregoing instrument, and acknowledged the execution of such instrument for the purposes contained therein to be his/her/their [circle one] free act and deed.

WILLIAM A. SHAW  
Notary Public  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

Z1000E Rev. 11/2002

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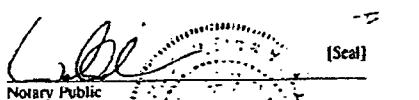
  
[Seal]  
Notary Public  
Print Name: WILLIAM A. SHAW  
My Commission Expires:  
WILLIAM A. SHAW  
Notary Public  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA

EXHIBIT A  
TO  
MORTGAGE

Borrower(s)/Mortgagor(s): Date of Mortgage:  
RICKY S LANSBERRY and KIMBERLY APRIL 7, 2003

Mortgagee: Property Address:  
FLEET NATIONAL BANK, PRINCIPALLY 308 TURNPIKE AVE  
LOCATED IN RHODE ISLAND CLEARFIELD, PENNSYLVANIA 16830

The Property is located in CLEARFIELD (city/town).

CLEARFIELD (county). PENNSYLVANIA (state)

and is bounded and described as follows:

Being the same property conveyed and described in a Deed  
recorded among the land records of the County set forth above:

Deed recorded in Inst # 200213218.  
PARCEL ID 4.3 K-8-206-53

Remit all Legal Documents to: -----

~~Fleet Bank  
Consumer Loan Operations, 315-317 Court Street, P.O. Box 3092  
Utica, NY 13502~~

Pennsylvania Certification of Residence

I hereby certify that the precise residence of the Mortgagee, FLEET BANK

is: PETER D. KIERNAN PLAZA, ALBANY, NEW YORK 12207

Joseph Powell  
Name

Supervisor  
Title

Printed Name and Address of Person Who Prepared This Mortgage:

Name: Fleet National Bank, Principally Located in Rhode Island

Address: 70 Batterym Park Road, 1st Floor

City, St, Zip: Farmington, CT 06032

## EXHIBIT 'B'

**FLEET BANK**  
**CONSUMER NOTE AND SECURITY AGREEMENT**  
**FIXED RATE SIMPLE INTEREST**

(CT, FL, MA, ME, NH, NJ,  
 NY, PA and RI only)

\$ 33,200.00

Principal Loan Amount

Account # 22720032078040

Date: APRIL 7, 2003

Finance Charge Accrued As Of APRIL 11, 2003

In this Note and Security agreement ("Note"), "I", "me", and "my" mean each and all of the persons who signs as Borrower or Co-Borrower. "You", "your", and "Bank" mean:

Name of Bank: **FLEET NATIONAL BANK, PRINCIPALLY LOCATED IN RHODE ISLAND**  
 Address for Notices: **315-317 COURT STREET, P.O. BOX 3092, UTICA, NY 13502**

**TRUTH IN LENDING DISCLOSURES**

| ANNUAL PERCENTAGE RATE<br>(The cost of my credit as a yearly rate.) | FINANCE CHARGE<br>(The dollar amount the credit will cost me.) | Amount Financed<br>(The amount of credit provided to me or on my behalf.) | Total Of Payments<br>(The amount I will have paid after I have made all payments as scheduled.) |
|---|--|---|---|
| 8.990 %   | \$ 27,377.20   | \$ 33,200.00  | \$ 60,577.20  |

**PAYMENT SCHEDULE**

| Number of Payments | Amount of Payments | When Payments Are Due   |
|--------------------|--------------------|---|
| 180                | \$ 336.54          | The <u>11TH</u> day of each month beginning <u>MAY 11, 2003</u> |

**SECURITY.** I am giving security interest in the following property (this location, if real estate):

**308 TURNPIKE AVE  
 CLEARFIELD, PENNSYLVANIA 16830**

**FILING FEES AND TAXES.** \$ 0.00

**REQUIRED DEPOSIT.** If this loan is secured by a pledge of a deposit account, the annual percentage rate does not take into account the pledged deposit.

**CANCELLATION.** If I pay off early, I will not be entitled to a refund of any prepaid finance charge. If I pay off within ONE year(s) of the date of this Note, I will be required to pay an early termination fee of \$ 250.00.

**ASSUMPTION.** If this Note is secured, a person who buys the collateral cannot assume the remainder of this loan obligation on its original terms.

**LATE CHARGE.** If I make a payment late, I will be charged the late charge permitted by law, indicated below:

the lesser of 5% of the payment or \$5, if the payment is at least 10 days overdue.

the lesser of 5% of the payment or \$10, if the payment is at least 10 days overdue.

the lesser of 5% of the payment or \$35, if the payment is at least 10 days overdue.

the greater of 7% of the payment or \$12.50, if the payment is at least 10 days overdue.

2% of any payment that is at least 15 days overdue.

3% of any payment that is at least 15 days overdue.

5% of any payment that is at least 15 days overdue.

**CONTRACT TERMS.** I will read the rest of this Note and any mortgage or other agreement securing it for additional information about nonpayment, default, any required payment in full before the scheduled date, prepayment refunds and penalties.

**NOTICE TO CONSUMER:** (1) Do not sign this Note before you read it.

(2) You are entitled to a copy of this Note.

By signing below, I agree to all of the terms of this Note, including the terms on each page of this Note. I also acknowledge receiving a completed copy of this Note and of all other documents and disclosures relating to this Note.

**EXECUTED UNDER SEAL** as of the date set forth at the top of this Note.

Borrower: Kimberly Lamber  
 RICKY'S LAMBERT

Address: 208 TURNPIKE AVE, CLEARFIELD, PENNSYLVANIA 16830

Co-Borrower: \_\_\_\_\_

Address: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

Address: \_\_\_\_\_

Co-Borrower: \_\_\_\_\_

Address: \_\_\_\_\_

**ITEMIZATION OF AMOUNT FINANCED**

|  |    |                         |
|--|----|-------------------------|
| 1. Loan Proceeds.....  | \$ | 33,200.00               |
| 2. Prepaid Finance Charge.....   | \$ | 33,200.00               |
| 3. Net amount paid directly to me (1-2).....                             | \$ |                         |
| 4. Amount applied to my existing debt to you.....                        | \$ |                         |
| 5. Amount paid to others on my behalf consisting of:                     |    |                         |
| a. \$ _____ to public officials (mortgage tax)                           | \$ | title insurance         |
| b. \$ _____ to public officials (mortgage filing fee)                    | \$ | title examination       |
| c. \$ _____ to public officials (UCC or certificate of title filing fee) | \$ | documentary preparation |
| d. \$ _____ to (name)  | \$ | notary fee              |
| e. \$ _____ to (name)  | \$ |                         |
| f. \$ _____ to (name)  | \$ |                         |
| g. \$ _____ to documentary stamp tax                                     | \$ |                         |
| h. \$ _____ to intangible tax  | \$ |                         |
| i. \$ _____ to appraisal fee   | \$ |                         |
| 6. Amount Financed (3+4+5).....  | \$ | 33,200.00               |
| 7. Prepaid Finance Charge.....   | \$ |                         |
| 8. Principal Loan Amount (6+7).....                                      | \$ | 33,200.00               |

**CONSENT TO SECURITY AGREEMENT**

In consideration of making this loan, the undersigned hereby grants the bank a security interest in the Collateral described in the "Security" section of the Note and agrees to be bound by all the terms of the Note applicable to the Collateral. Unless the undersigned signs this Note as a Guarantor, the undersigned is not personally obligated to pay this Note.

The undersigned acknowledges receipt of a completed copy of this Note.

Owner or Co-owner: Kimberly Lamber  
 KIMBERLY LAMBERT

Date: APRIL 7, 2003

Owner or Co-owner: \_\_\_\_\_

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

Owner or Co-owner: \_\_\_\_\_

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

Owner or Co-owner: \_\_\_\_\_

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

1016 Rev. 11/2002

**USE OF LOAN PROCEEDS.** I will use the proceeds of this Note primarily for the following purpose:

**REFLEXISTING DEBT**

**PROMISE TO PAY.** To repay my loan, I promise to pay you, or to your order, the Principal Loan Amount plus interest and other charges provided for in this Note and in any mortgage or other agreement securing this Note.

**PAYMENTS.** I agree to pay the Principal Loan Amount and interest by making the payments shown above in the Payment Schedule. Any amount not paid sooner is due and payable in full on **APRIL 11, 2018** (the "Maturity Date"). Because interest is charged on each day's balance, late payments increase the amount I owe, while early payments decrease that amount. My final payment will be adjusted to reflect any greater or lesser amount I owe as the result of the actual dates on which I make payments.

**INTEREST.** I agree to pay interest on the daily balance of the Principal Loan Amount until paid in full, including after default and acceleration, at a simple annual interest rate of 8.990 %. Interest will be computed on the basis of a 365-day year and the actual number of days elapsed.

If checked here , the interest rate stated in the preceding paragraph will be effective on the day of the sixth (6<sup>th</sup>) payment due date. Until that interest rate becomes effective, I agree to pay interest at a simple interest rate of %.

**SINGLE INTEREST INSURANCE.** If checked here , I must obtain Single Interest Insurance to protect your interest in the Collateral. This insurance is for your sole protection and my interest is not covered. Coverage is available through you. If I obtain this insurance through you, the premium for the full term of the Note will be the amount disclosed in the Itemization of Amount Financed.

**SECURITY.** My loan will be secured according to the description checked below.

This Note is unsecured  
 This Note is secured by:

This Note is secured by a mortgage on the real estate described above in the disclosure section entitled "Security."

I hereby pledge to you the following deposit account, and any additions to, renewals of, or replacements for such account, to secure this Note:

**Fleet Account #** \_\_\_\_\_  
So long as I am not in default on this Note, I, or any other joint owner of the deposit account may make withdrawals from the account, provided the remaining balance of the account equals at least the principal balance of this Note plus an amount you determine, in your sole discretion, to cover accruing interest.

I hereby grant you a security interest in the following personal property, and in any proceeds from , additions to, or replacements for the property to secure this Note:

Name: \_\_\_\_\_ Model: \_\_\_\_\_  
Year: \_\_\_\_\_ V.I.N.: \_\_\_\_\_  
Other: \_\_\_\_\_

All of the property described in this "Security" provision is referred to in this Note as "Collateral."

**NATURE OF MY RESPONSIBILITIES.** If more than one person signs this Note, each is jointly and severally liable. This means that each person who signs this Note is fully and personally obligated to pay the full amount owed and keep all of the other promises in this Note. You can enforce this Note against any one or more of us or against any of our heirs, executors, or legal representatives. I may not assign this Note to anyone. You may assign this Note and any mortgage or other agreement securing it to another party.

**LATE PAYMENTS.** If I fail to make a payment on time, you may charge me a late payment penalty as provided in the disclosure section of this Note entitled "Late Charge."

**CANCELLATION.** I may prepay this Note, in whole or in part, at any time. If I prepay this Note in full, I will not be entitled to a refund of any prepaid finance charges, and you may charge me an early cancellation fee as provided in the disclosure section of this Note entitled "Cancellation." If I prepay in part, I must continue to make regular payments until the Note is paid in full.

**RETURNED CHECK CHARGE.** If a check or other instrument with which I make a payment on this note is returned to you unpaid for any reason, I will be charged 5 ~~20.00~~. You will waive this fee if my check is drawn on a Fleet Bank deposit account.

**MISCELLANEOUS FEES.** You may charge me additional fees for extra services, such as providing research and copies of documents.

**PROPERTY INSURANCE.** I must keep any Collateral that is not in your possession insured to your satisfaction. I may obtain insurance, including any required single interest insurance, from anyone I want that is 10164B Rev 11/2002

acceptable to you. I agree to name you as the party to be paid in the event of a loss. You may settle claims and endorse my name on any settlement checks you receive. I hereby assign to you any unearned premiums or refunded premiums for this insurance.

**WARRANTIES WITH RESPECT TO COLLATERAL.** For the term

of this Note I warrant that:

- (a) I own and will keep the Collateral free from all liens (except as disclosed in writing);
- (b) If the Collateral is a motor vehicle or a titled boat, I will be the registered owner and your security interest will be the only lien shown on any certificate of title issued now or in the future;
- (c) I will not transfer all or any interest in the Collateral to anyone else or permit anyone else to obtain an interest in it;
- (d) I will keep the Collateral in good repair and pay all taxes, insurance, and assessments on it;
- (e) I will keep the Collateral insured with coverage, including comprehensive, fire, theft and collision, that is satisfactory to you;
- (f) I will not use the Collateral or permit anyone else to use it illegally;
- (g) I will notify you in writing if I move or if the Collateral suffers any loss or damage;
- (h) I will not rebacate the Collateral at any time without your prior written consent;
- (i) I will permit you to inspect the Collateral at any time; and
- (j) I will sign any documents you consider to be necessary or appropriate to protect your interest in the Collateral.

**YOUR RIGHT TO PROTECT THE COLLATERAL.** If I do not pay the taxes or insurance premiums due on the Collateral, maintain the Collateral in good condition or repair, or promptly remove any claim against it, you may (but do not have to) do so and charge me the cost. I agree to pay any such amounts immediately on demand. So long as any such amounts remain unpaid, they shall be considered to be additional principal under this Note. My obligation to pay such amounts shall be secured by your interest in the Collateral and I agree to pay interest on such amounts at the rate stated in this Note.

**DEFAULT.** To the extent permitted under applicable law, I will be in default under this Note if: (1) I fail to make any payment within 10 days of its due date (60 days, if I paid any prepaid finance charge and this Note is secured by a secondary mortgage on a 1- to 4- family dwelling located in Connecticut); (2) I break any of the promises or agreements in this Note or in any mortgage or other agreement securing it; (3) I have made any false or misleading statements in connection with this Note; (4) a petition is filed by or against me under any bankruptcy or insolvency law; (5) I die or become unable to manage my affairs; (6) the value of the Collateral is significantly impaired; (7) anything else happens that you reasonably believe affects my ability to repay this Note; (8) I fail to furnish any updated financial statement or other credit information you request from time to time; or (9) I fail to permit you, at your request, to inspect or appraise the Collateral from time to time. An event of default by or applicable to any borrower, co-borrower, or guarantor shall constitute an event of default by all of them.

**SET-OFF.** You have the right to set off if I am in default on this Note. Having a right of set-off means that, to the extent permitted by law, you may (but do not have to) apply any balance in any account I maintain with you to satisfy or reduce the balance due under this Note.

**CONSEQUENCES OF DEFAULT.** If I default, you will have the right to require immediate payment of everything I owe you, subject to any notification or cure periods required under applicable law. If I have purchased credit life or disability insurance, you may cancel the insurance and apply any unearned premiums to the outstanding balance of my Note. You will also have the right to enforce any security interest or mortgage you have in my property. If you repossess any personal property that is part of the Collateral, I will notify you by registered mail promptly (but in any event by no more than 3 days after you take possession of the Collateral) if I claim that the property you repossessed included any property that was not part of the Collateral. If you agree with my claim, I will release possession of such property within 48 hours or you will consider me to have abandoned it. You may sell Collateral consisting of personal property after repossession at public or private sale. You will give the reasonable notice of the time and place set for any public sale or of the time after which any private sale or other intended disposition of the Collateral is to be made. Unless otherwise required by law, you shall be deemed to have given me reasonable notice if you have mailed written notice to me or to any other person entitled to receive notice at least 10 days before the date on which the sale or other disposition of the Collateral is scheduled to occur. The proceeds of any sale will be applied first to your collection costs and attorneys' fees and the costs of repossessing the Collateral, storing it, preparing it for sale, and selling it. Any remaining proceeds will be applied to the unpaid balance of principal, interest, and other charges due under this Note. If the proceeds of the sale are not sufficient to pay all that I owe, I must pay the deficiency to the extent permitted by law. If the proceeds of the sale exceed the amount I owe, the surplus will be paid to me or to any other person legally entitled to it.

**COLLECTION COSTS.** To the extent permitted by law, I will pay all of your reasonable collection costs, including court costs and attorneys' fees. If the property securing the Note is in Florida, I agree to pay, in the event of default, all costs and expenses incurred in collection or foreclosure, including attorney's fees equal to ten percent (10%) of the principal sum or such larger amount as may be reasonable and just, and also all costs, expenses and attorney's fees incurred in any appeal and bankruptcy

proceedings. If I am successful in asserting any partial defense, set-off, or counterclaim against you, the court may withhold payment of part or all of your attorneys' fees. **New Hampshire and New York Residents Only:** If I prevail in any action brought by me or the Bank with respect to this Note, I may be awarded reasonable attorneys' fees. **Maine Residents Only:** I will not be required to pay your attorneys' fees unless this Note is secured by real estate. **Pennsylvania Residents Only:** If this Note is secured by real estate, I will pay all of your reasonable attorneys' fees which are actually incurred in connection with foreclosure or other legal action and up to \$50.00 for your reasonable attorney's fees which are actually incurred prior to commencement of foreclosure or other legal action.

**TAX DEDUCTIBILITY.** I should consult a tax advisor regarding the deductibility of interest and other charges paid on this Note.

**WAIVERS AND RELEASES.** You can waive or delay enforcing any right under this Note without losing that right or any other. You can waive or delay enforcing a right as to one of us without waiving it as to any other. You can release any Collateral or release one of us from responsibility under this Note without releasing others. You can file financing statements on my behalf (for which purpose I hereby appoint you my attorney in fact). If the Collateral is a motor vehicle or titled boat, you may take any action you think is necessary or appropriate to ensure that your security interest is shown on the certificate of title. Your failure to do any of these things shall not affect my obligations to pay all amounts due under this Note. You do not have to give anyone notice of any waiver, delay, or release, nor do you have to notify me of any default by any other person who is responsible for payment of this Note. This Note contains the entire agreement between you and me (except when the Collateral is real estate and a mortgage is given). It may be changed only in a writing signed by you and me.

**APPLICABLE LAW.** Notes Secured by Real Estate: If I reside in ME, NY, NJ, PA, or RI, this Note is governed by federal law and the law of the state where the Bank is principally located. Rhode Island except as to matters directly related to the Bank's firm and its ability to enforce its lien on the real property securing this Note where the law of the state where the property is located will govern. If I reside in CT, MA, FL or NH, this Note is governed by the law of the state where I reside except as to matters directly related to the Bank's lien and its ability to enforce its lien on the

real property securing this Note where the law of the state where the property is located governs.

**Notes Secured by Collateral other than Real Estate:** If I reside in ME, NY, NJ, RI or PA and this Note is not secured by real estate, this Note is governed by federal law and the law of the state where the Bank is principally located, Rhode Island except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the law of the state where the collateral is located will govern. If I reside in CT, MA, FL, or NH and this Note is not secured by real estate, this note is governed by the law of the state where I reside except as to matters relating to the Bank's lien on or its ability to enforce its lien on collateral securing this Note in which case the law of the state where the collateral is located will govern.

To the extent that federal law preempts state law, this Note is governed by federal law. If any provision of this Note conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law, and the validity of the remaining terms of this Note shall not be affected.

**DOCUMENTATION.** I agree to execute or re-execute any document, including a revised version of this Note, that you request in order to correct any error or omission in the original Note, security instrument, or other loan documents.

**NOTICE.** Except for any notice required under applicable law to be given in another manner, (a) any notice required or permitted to be given to me under this Note shall be sent by regular mail, addressed to me at the address set forth below my signature on this Note; and (b) any notice required or permitted to be given to the Bank under this Note shall be sent by regular mail addressed to you at the Address for Notices identified at the beginning of this Note. Either party may change its address to which the other party is to send notices by giving the other party notice of the new address in accordance with this paragraph. Any notice provided for in this Note shall be in writing and shall be deemed to have been given when mailed, postage prepaid, addressed in the manner designated herein.

**FL. DOCUMENTARY STAMPS.** State of Florida Documentary Stamps in the amount required by law are affixed to the mortgage securing this Note and cancelled pursuant to law.

#### NOTICE TO CO-SIGNER

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

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

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

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

#### NEW YORK NOTICE TO CO-SIGNER

You agree to pay the debt identified below although you may not personally receive any property, services, or money. You may be sued for payment although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorneys' fees, or other charges that may be stated in the Note or contract. You will also have to pay some or all of these costs and charges if the Note or contract, the payment of which you are guaranteeing, requires the borrower to pay such costs and charges.

This notice is not the Note, contract, or other writing that obligates you to pay the debt. Read the Guaranty, below, for the exact terms of your obligation.

Name of Debtor: \_\_\_\_\_

Name of Creditor: \_\_\_\_\_

Date of Debt: \_\_\_\_\_

Total of Payments: \_\_\_\_\_

Type of Debt: \_\_\_\_\_

Guarantor: \_\_\_\_\_

By signing below, you acknowledge that you have been given a completed copy of this Notice and of the Note (which obligates the debtor) and of the Guaranty (which obligates you).

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

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

#### GUARANTY

To induce the Bank to make this loan, each of the undersigned ("Guarantor") unconditionally guarantees the payment when due of all money owed under the Note and any mortgage or other agreement securing it. Each guarantor is jointly and severally liable with the Borrower. This means that the Bank does not have to try to collect from anyone or repossess any Collateral before collecting from a Guarantor. The Bank may take any action permitted under the Note or security instrument

without notifying the Guarantor or releasing the Guarantor from responsibility. The Guarantor agrees to pay any expenses the Bank incurs in enforcing this Guaranty, including reasonable attorneys' fees and court costs. The Bank does not have to notify any Guarantor of the Bank's acceptance of this Guaranty. Any capitalized term not defined in this Guaranty has the same meaning as in the Note.

Each Guarantor agrees to the terms of this Guaranty and acknowledges receipt of a completed copy of the Note, this Guaranty, and of all other documents and disclosures given to the Borrower.

Guarantor: \_\_\_\_\_

Guarantor: \_\_\_\_\_

(Co-signer)

(Co-signer)

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

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

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

# EXHIBIT 'C'

ALL that certain piece or parcel of land, situate and lying in the Third Ward of the Borough of Clearfield, County of Clearfield and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a 3/8" rebar set in the center line of a 12 foot private alley, said 3/8" rebar also being the northwestern corner of the parcel herein described; thence by the center line of the 12 foot private alley South 77° 32' 36" East 17.431 feet to a 1" steel pin; thence still by center line of the 12 foot private alley South 77° 31' 56" East 93.829 feet to a 1/2" iron pipe; thence by Turnpike Avenue and passing through a 3/4" iron pipe South 14° 21' 16" East 83.091 feet to a 3/4" iron pipe; thence by land of Leo H. and Joann M. Lanich and also by land of Emogene K. Stevens North 78° 23' 06" West 130.450 feet to a 3/8" rebar; thence by land of Miriam McCloskey North 11° 48' 03" East 76.098 feet to a 3/8" rebar set in the center line of a private alley and place of beginning. CONTAINING 0.218 acres.

BEING Lots 1 and 3 as shown on the map prepared by Yost Surveying dated July 26, 1996, and recorded in Clearfield County in Map File #1222.

BEING the same premises granted and conveyed unto James R. Coons, single, by Deed of James R. Coons, single, dated September 23, 1996, and recorded in the Clearfield County Recorder's Office in Deeds and Records Book Volume 1790 at Page 78 on September 23, 1996.

# EXHIBIT 'D'

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

January 7, 2008

KIMBERLY LANSBERRY, A/K/A  
KIMBERLY D. LANSBERRY  
308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

RICKY S. LANSBERRY  
308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

KIMBERLY LANSBERRY, A/K/A  
KIMBERLY D. LANSBERRY  
P.O. BOX 192  
CLEARFIELD, PA 16830

RICKY S. LANSBERRY  
P.O. BOX 192  
CLEARFIELD, PA 16830

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT THE INDEBTEDNESS REFERRED TO HEREIN AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE. IF YOU HAVE PREVIOUSLY RECEIVED A DISCHARGE IN BANKRUPTCY, THIS CORRESPONDENCE IS NOT AND SHOULD NOT BE CONSTRUED TO BE AN ATTEMPT TO COLLECT A DEBT, BUT ONLY ENFORCEMENT OF A LIEN AGAINST PROPERTY.

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 the Counseling Agency.

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. IS 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 "HOMEOWNERS EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

## STATEMENTS OF POLICY

HOMEOWNER'S NAME(S): RICKY S. LANSBERRY AND KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY  
PROPERTY ADDRESS: 308 TURNPIKE AVENUE, CLEARFIELD, PA 16830  
LOAN ACCT. NO.: 3910917891  
ORIGINAL LENDER: FLEET NATIONAL BANK  
CURRENT LENDER/SERVICER: BANK OF AMERICA, N.A.

### **HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS**

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

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

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

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

**APPLICATION FOR MORTGAGE ASSISTANCE**—Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default). If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out and 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 Agency of its decision on your application.

**NOTE; IF YOU ARE CURRENTLY PROTECTED BY THE FILING  
OF A PETITION IN BANKRUPTCY, THE FOLLOWING PART OF THIS NOTICE IS FOR  
INFORMATION PURPOSE 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 **308 TURNPIKE AVENUE, CLEARFIELD, PA 16830** IS SERIOUSLY IN DEFAULT because:  
A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due 8/11/2007 through 12/11/2007 at \$ 336.54 per month:

|   |                    |
|---|--------------------|
| Monthly payments plus late charges accrued: | \$ 1,851.00        |
| Corporate advance:                          | \$ 295.00          |
| Suspense:                                   | (\$ 0.00)          |
| <b>TOTAL AMOUNT TO CURE DEFAULT</b>         | <b>\$ 2,146.00</b> |

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTIONS (Do not use if not applicable): 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 **\$2,146.00** PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payment must be made either by cashier's check, certified check or money order made payable and sent to: Bank of America, NC4-105-02-48, 4161 Piedmont Pkwy, Greensboro, NC 27401. Contact : Donna Card

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter. (Do not use if not applicable) 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 this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorney to start legal action to foreclosure upon your mortgage property.

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

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

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

**EARLIEST POSSIBLE SHERIFF'S SALE DATE**- It is estimated that the earliest date that such a Sheriff's Sale of the mortgage property could be held would be approximately SIX (6) MONTHS from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER**

Name: Bank of America  
Address NC4-105-02-48, 4161 Piedmont Pkwy  
City and State: Greensboro, NC 27401

Tel no. 1-800-588-5402

Contact name: Donna Card

**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 (check one) sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale that the other requirements of the mortgage are satisfied.

**YOU MAY ALSO HAVE THE RIGHT:**

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY IS ATTACHED.

Very truly yours,

*Gregory Javardian*  
ATTORNEY FOR LENDER

IF THIS IS THE FIRST NOTICE THAT YOU HAVE RECEIVED FROM THIS OFFICE, BE ADVISED THAT:

PURSUANT TO THE FAIR DEBT COLLECTION PRACTICES ACT, 15 U.S.C § 1692 et seq. (1977), DEFENDANT(S) MAY DISPUTE THE VALIDITY OF THE DEBT OR ANY PORTION THEREOF. IF DEFENDANT(S) DO SO IN WRITING WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL OBTAIN AND PROVIDE DEFENDANT(S) WITH WRITTEN VERIFICATION THEREOF; OTHERWISE, THE DEBT WILL BE ASSUMED TO BE VALID. LIKEWISE, IF REQUESTED WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS PLEADING, COUNSEL FOR PLAINTIFF WILL SEND DEFENDANT(S) THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM ABOVE.

THE LAW DOES NOT REQUIRE US TO WAIT UNTIL THE END OF THE THIRTY (30) DAY PERIOD FOLLOWING FIRST CONTACT WITH YOU BEFORE SUING YOU TO COLLECT THIS DEBT. EVEN THOUGH THE LAW PROVIDES THAT YOUR ANSWER TO THIS COMPLAINT IS TO BE FILED IN THIS ACTION WITHIN TWENTY (20) DAYS, YOU MAY OBTAIN AN EXTENSION OF THAT TIME. FURTHERMORE, NO REQUEST WILL BE MADE TO THE COURT FOR A JUDGMENT UNTIL THE EXPIRATION OF THIRTY (30) DAYS AFTER YOU HAVE RECEIVED THIS COMPLAINT. HOWEVER, IF YOU REQUEST PROOF OF THE DEBT OR THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR WITHIN THE THIRTY (30) DAY PERIOD THAT BEGINS UPON YOUR RECEIPT OF THIS COMPLAINT, THE LAW REQUIRES US TO CEASE OUR EFFORTS (THROUGH LITIGATION OR OTHERWISE) TO COLLECT THE DEBT UNTIL WE MAIL THE REQUESTED INFORMATION TO YOU. YOU SHOULD CONSULT AN ATTORNEY FOR ADVICE CONCERNING YOUR RIGHTS AND OBLIGATIONS IN THIS SUIT.

**CLEARFIELD COUNTY**

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814.238.3668  
800.922.9537

**CCCS of Western PA**  
Royal Remax Plaza  
Altoona, PA 16602  
917 A Logan Boulevard  
888.511.2227

**CCCS of Western PA**  
219.A College Park Plaza  
Johnstown, PA 15904  
888.511.2227

**Indiana Co. Community Action Program**  
827 Water Street  
Indiana, PA 15701  
Box 187  
724.465.2657

**Keystone Economic Development Corp.**  
1954 Mary Grace Lane  
Johnstown, PA 15901  
814.535.6556

**The NORCAM Group**  
4200 Crawford Avenue  
Northern Cambria, PA 15714  
Suite 200  
814.948.4444

VERIFICATION

The undersigned hereby states that the statements made in the foregoing pleading are true and correct to the best of his/her knowledge, information and belief. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

  
\_\_\_\_\_  
Craig Henton

Attorney in Fact

Bank of America, N.A.,  
s/b/m Fleet National Bank

Loan #3910917891

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

---

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK,  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

CLEARFIELD COUNTY

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY,  
Defendants

No. 08-895-CD

---

VERIFICATION

I, Gregory Javardian, attorney for Plaintiff, hereby state that I am duly authorized to make this Verification on behalf of Plaintiff and does so because of the exigencies regarding this matter, and because Plaintiff must verify much of the information through agents, and because he has personal knowledge of some of the facts averred in the foregoing pleading; and that the statements made in the foregoing pleading are true and correct to the best of his knowledge, information and belief and the source of his information is public records and reports of Plaintiff's agents. The undersigned understands that the statements therein are made subject to the penalties of 18 Pa.C.S.A. Section 4904, relating to unsworn falsification to authorities.

Date: 7/17/2008

Gregory Javardian  
Gregory Javardian, Esquire  
Attorney for Plaintiff

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

ATTORNEY FOR PLAINTIFF

---

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK,  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

CLEARFIELD COUNTY

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY,  
Defendants

---

No. 08-895-CD

CERTIFICATE OF SERVICE

I, Gregory Javardian, Esquire, counsel for the Plaintiff, hereby certify that a copy of the foregoing Motion to Compel filing of Affidavit of Service was served on the following persons by first-class mail, postage prepaid, on the date indicated below.

Ricky S. Lansberry  
308 Turnpike Avenue  
Clearfield, PA 16830

Kimberly Lansberry  
a/k/a Kimberly D. Lansberry  
308 Turnpike Avenue  
Clearfield, PA 16830

Ricky S. Lansberry  
P.O. Box 192  
Clearfield, PA 16830

Kimberly Lansberry  
a/k/a Kimberly D. Lansberry  
P.O. Box 192  
Clearfield, PA 16830

Chester A. Hawkins, Sheriff  
Clearfield County Sheriff's Office  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Date: 7/17/2008

Gregory Javardian  
Gregory Javardian, Esquire  
Attorney for Plaintiff

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
1310 INDUSTRIAL BOULEVARD  
1<sup>ST</sup> FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

Attorney for Plaintiff

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK,  
Plaintiff

COURT OF COMMON PLEAS  
CIVIL DIVISION

vs.

CLEARFIELD COUNTY

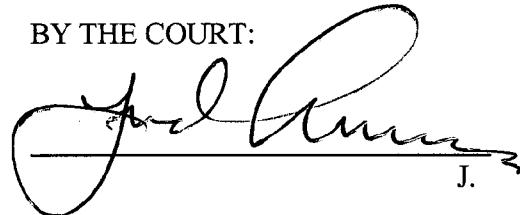
RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY,  
Defendants

No. 08-985-CD

ORDER

AND NOW, this 22 day of July, 2008, upon consideration of Plaintiff's Motion to Compel filing of Affidavit of Service, pursuant to Pennsylvania R.C.P. 405(e), and the Court having reviewed and considered the pleadings submitted in connection with this matter, and for good cause shown, it is hereby ORDERED AND DECREED that the Clearfield County Sheriff's Office is within 518 (6) Days <sup>from July 22, 2008</sup> compelled to file the Affidavit of Service with the Clearfield County Prothonotary's Office and in accordance with Pennsylvania R.C.P. 405(g), provide the Plaintiff notice of the filing of the Affidavit of Service by U.S. mail.

BY THE COURT:



FILED  
02:25 PM 6/ 22 ATTY.  
JUL 22 2008 JAVARDIAN  
1cc SHFF.

William A. Shaw  
Prothonotary/Clerk of Courts 

**FILED**

**JUL 22 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

**DATE: 7-22-08**

You are responsible for serving all appropriate parties.

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

Plaintiff(s)  Plaintiff(s) Attorney  Other

Defendant(s)  Defendant(s) Attorney

Special Instructions: Sheriff has been served

COURT OF COMMON PLEAS OF CLEARFIELD COUNTY  
PENNSYLVANIA

BANK OF AMERICA, N.A., S/B/M FLEET  
NATIONAL BANK  
(Plaintiff)

CIVIL ACTION

NO. 08-985-CD

Type of Case: FORECLOSURE

Type of Pleading: RESPONSE

RICKY S LANSBERRY  
Filed on Behalf of:

Ricky S LANSBERRY  
(Plaintiff/Defendant)

vs RICKY S. LANSBERRY  
KIMBERLY S. LANSBERRY  
(Defendant)

308 TURNPIKE AVE  
(Street Address)  
CLEARFIELD PA. 16830-1513  
(City, State ZIP)

FILED 1CC deft  
6/9/15 LM  
JUL 24 2008  
LM

William A. Shaw  
Prothonotary/Clerk of Courts

RICKY S LANSBERRY  
(Filed by)

308 TURNPIKE AVE  
(Address) CLEARFIELD, PA. 16830

(814) 762-3285  
(Phone)

Ricky S LANSBERRY  
(Signature)

BANK OF AMERICA, N.A., S/B/M FLEET  
NATIONAL BANK

Plaintiff

v.

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY  
A/K/A KIMBERLY D. LANSBERRY  
Defendants

In The Court of Common Pleas

Clearfield County

NO. 08-985-CD

TO:

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY  
A/K/A KIMBERLY D. LANSBERRY  
308 TURNPIKE AVENUE  
CLEARFIELD, PA 16830

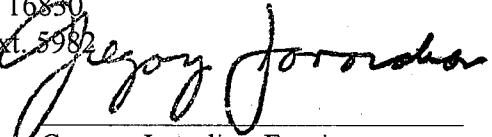
RICKY S. LANSBERRY  
KIMBERLY LANSBERRY  
A/K/A KIMBERLY D. LANSBERRY  
P.O. BOX 192  
CLEARFIELD, PA 16830

DATE OF NOTICE: JULY 14, 2008

NOTICE, RULE 237.1  
IMPORTANT NOTICE

You are in default because you have failed to enter a written appearance personally or by attorney and file in writing with the court your defenses or objections to the claims set forth against you. 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.

Daniel J. Nelson,  
Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
814-765-2641 ext. 5982



Gregory Javardian, Esquire  
1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966  
(215) 942-9690  
Attorney for Plaintiff

RESPONSE  
ATTACHED

Usted se encuentra en estado de rebeldia por no haber tomado la accion requuida de su parte en este caso. Al no tomar la accion debida dentro de un termino de diez (10) dias de esta notificacion, el tribunal podra, sin necesidad de compararecer usted en corte o escuchar prueba alguna, dictar sentencia en su contra, usted puede perder bienes y otros derechos importantes. Debe llevar esta notificacion a un abogado inmediatamente si usted no tiene abogado, o si no tiene dinero suficiente para tal servicio, vaya en persona o llame por telefono a la oficina, cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir assistencia legal.

"NOTICE PURSUANT TO FAIR DEBT COLLECTION PRACTICES ACT  
THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION  
OBTAINED WILL BE USED FOR THAT PURPOSE"

19, JULY 2008

1/3

RICKY S. LANSBERRY  
KIMBERLY D. LANSBERRY  
308 TURNPIKE AVE.  
CLEARFIELD, PA. 16830-1513

TO: BANK OF AMERICA, N.A., S/B/M FLEET  
NATIONAL BANK  
4161 PIEDMONT PARKWAY  
GREENSBORO, N.C. 27410-8110

IN THE MATTER OF CASE NO. 08-264-CD  
IN THE COURT OF COMMON PLEAS, CIVIL DIVISION,  
CLEARFIELD COUNTY, WE HEREBY STATE THE  
FOLLOWING.

1. ACCOUNT SHOULD BE CURRENT. PAYMENTS  
WERE MADE AS INDICATED.

|         |          |                  |        |
|---------|----------|------------------|--------|
| 5-14-08 | AUG. 07  | PYMNT + LATE FEE | 353.37 |
| 5-19-08 | SEPT. 07 | PYMNT + LATE FEE | 353.37 |
| 7-13-08 | OCT. 07  | PYMNT + LATE FEE | 353.37 |
| 7-13-08 | NOV. 07  | PYMNT + LATE FEE | 353.37 |
| 7-13-08 | DEC. 07  | PYMNT + LATE FEE | 353.37 |
| 7-13-08 | JAN. 08  | PYMNT + LATE FEE | 353.37 |
| 7-13-08 | FEB. 08  | PYMNT + LATE FEE | 353.37 |
| 7-13-08 | MAR. 08  | PYMNT + LATE FEE | 353.37 |
| 7-13-08 | APR. 08  | PYMNT + LATE FEE | 353.37 |

2/3

|       |                 |                   |        |
|-------|-----------------|-------------------|--------|
| CONT. | 7-13-08 MAY 08  | PYMNT. + LATE FEE | 353.37 |
|       | 7-13-08 JUN. 08 | PYMNT. + LATE FEE | 353.37 |
|       | 7-13-08 JUL. 08 | PYMNT. + LATE FEE | 353.37 |

2. WE RECEIVED THE RETURNED CHECK FOR THE FIRST PYMNT. MADE ON 5-14-08 FOR AUG 2007 PYMNT + LATE FEE. WE UNDERSTAND THAT THIS PYMNT. WAS NOT SUFFICIENT TO FULLY REINSTATE THE LOAN HOWEVER; ALL OTHER PYMNTS. DUE HAVE BEEN MADE AND LOAN SHOULD BE CURRENT. WE ARE ALSO ANTICIPATING THE RETURN OF THE PYMNT. MADE 5-19-08. WE ARE RETURNING THE PYMNT. MADE 5-14-08 + SHOULD WE GET BACK THE PYMNT. MADE 5-19-08 IT WILL ALSO BE RETURNED TO YOU.

3. ON THE PAYMENT OF 5-14-08 YOU STAMPED IT "RECEIVED MAY 20, 2008". THE LAST PAYMENTS MADE WERE MAILED ON 7-14-08 WHICH WOULD MEAN THAT YOU SHOULD HAVE RECEIVED THEM BY JULY 20, 2008. FOR THAT REASON WE WOULD ASK THAT THE \$ 6.93 PER DAY INTEREST FROM 5/22/2008 NOT BE ADDED BEYOND 7/20/2008.

3/3

4. IT IS OUR UNDERSTANDING THAT  
INTEREST WILL BE ATTACHED TO THE  
LOAN HOWEVER; WE NEED TO KNOW  
OF ANY OTHER COSTS OR FEES THAT  
NEED TO BE PAID.

5. IT IS OUR DESIRE TO AVOID  
FORECLOSURE. THIS WOULD PROBABLY  
BE BEST FOR BOTH PARTIES HOWEVER;  
PROCEEDED AS YOU MUST. THANK YOU FOR  
YOUR PATIENCE IN RESOLVING THIS  
MATTER.

Sincerely  
Ricky S. Lambery

Mortgage Payment Coupon  
3910917891  
RICKY S LANSBERRY

|                             |            |
|-----------------------------|------------|
| Payment Due Date            | 08/11/2007 |
| Regular Payment             | \$336.54   |
| Optional Products           | \$0.00     |
| Total Amount Due            | \$336.54   |
| After 08/21/07 add late fee | \$16.82    |
| Total Due after 08/21/07    | \$353.37   |

BANK OF AMERICA  
PO BOX 537102  
ATLANTA GA 30353-7102

\$

\$

353.37

PAYMENT & LATE FEE FOR 8-11-07  
1730000 120003910917891 00353375 00336545

15489900 620: 3910917891 610

 COPY

© DELUXE VALLET OR DUPLICATE SAFETY PAPER

|  |              |   |
|--|--------------|---|
| RICKY S. LANSBERRY 04-07                       | 60-7421/2433 | 550   |
| KIMBERLY D. LANSBERRY                          | 2866009158   |   |
| 308 TURNPIKE AVE. PH. 814-762-3285             |              |   |
| CLEARFIELD, PA 16830                           |              |   |
| PAY TO THE ORDER OF                            | DATE 5-14-08 |   |
| BANK OF AMERICA 3910917891                     |              | \$ 353.37   |
| THREE HUNDRED FIFTY THREE and 37/100           |              | DOLLARS  |
| MEMO Aug 2007 Pymnt late fee Ricky S Lansberry |              |   |
| 12433742680: 2866009158 0550                   |              |   |

 NORTHWEST SAVINGS BANK  
CLEARFIELD, PA 16830

 COPY



**Bank of America**



July 3, 2008

NC4-105-02-66  
P.O. Box 21992  
Greensboro, NC 27420  
(800) 633.4510

**RICKY S LANSBERRY**  
308 TURNPIKE AVE  
CLEARFIELD PA 16830

RE: Acct# 3910917891

The above referenced loan is in default and is now in the foreclosure department. At this time Bank of America will only accept full reinstatement or payoff funds on this account.

Enclosed is the check in the amount of \$353.37, which was sent to Bank of Americana. This check is being returned because it is not sufficient to fully reinstate the loan.

Should you wish to discuss the status of your account, you may contact the Loss Mitigation Department at 800.936.6362. Your personal situation will determine whether you qualify to receive assistance to help bring your account current.

Sincerely,

Loss Mitigation Department  
Bank of America

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104221  
NO: 08-985-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: BANK OF AMERICA, N.A. s/b/m/ FLEET NATIONAL BANK

vs.

DEFENDANT: RICKY S. LANSBERRY and KIMBERLY LANSBERRY, a/k/a KIMBERLY D. LANSBERRY

**SHERIFF RETURN**

---

RETURN COSTS

| Description     | Paid By   | CHECK # | AMOUNT |
|-----------------|-----------|---------|--------|
| SURCHARGE       | JAVARDIAN | 45131   | 20.00  |
| SHERIFF HAWKINS | JAVARDIAN | 45131   | 26.00  |

FILED  
0/3:00 cm  
JUL 23 2008

William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

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



Chester A. Hawkins  
Sheriff

FILED

LAW OFFICES OF GREGORY JAVARDIAN  
By: GREGORY JAVARDIAN, ESQUIRE  
IDENTIFICATION NO. 55669  
1310 INDUSTRIAL BOULEVARD  
1ST FLOOR, SUITE 101  
SOUTHAMPTON, PA 18966  
(215) 942-9690

JUL 31 2008  
11:45 AM  
William A. Shaw  
Prothonotary/Clerk of Courts  
*[Signature]*  
1 CENT TO ATT

BANK OF AMERICA, N.A.,  
S/B/M FLEET NATIONAL BANK,  
Plaintiff

vs.

RICKY S. LANSBERRY  
KIMBERLY LANSBERRY,  
A/K/A KIMBERLY D. LANSBERRY,  
Defendants

COURT OF COMMON PLEAS

CIVIL DIVISION

CLEARFIELD COUNTY  
985  
No. 08-~~895~~-CD

CERTIFICATION OF SERVICE

I, Gregory Javardian, Esquire, counsel for Plaintiff, hereby certify that a copy of the Order of Court entered on July 22, 2008, with regard to Plaintiff's Motion to Compel filing of Affidavit of Service, was mailed to the Defendants by regular mail, first class United States mail, postage prepaid on the date set forth below.

Ricky S. Lansberry  
308 Turnpike Avenue  
Clearfield, PA 16830

Kimberly Lansberry  
a/k/a Kimberly D. Lansberry  
308 Turnpike Avenue  
Clearfield, PA 16830

Ricky S. Lansberry  
P.O. Box 192  
Clearfield, PA 16830

Kimberly Lansberry  
a/k/a Kimberly D. Lansberry  
P.O. Box 192  
Clearfield, PA 16830

Chester A. Hawkins, Sheriff  
Clearfield County Sheriff's Office  
1 North Second Street, Suite 116  
Clearfield, PA 16830

Date: 7/25/2008

*Gregory Javardian*  
Gregory Javardian, Esquire  
Attorney for Plaintiff

LAW OFFICES OF GREGORY JAVARDIAN  
BY: GREGORY JAVARDIAN  
Identification No. 55669  
1310 Industrial Boulevard  
1<sup>st</sup> Floor, Suite 101  
Southampton, PA 18966  
(215) 942-9690

FILED ICC Atty  
m/g.50cm Javardian  
APR 07 2009

William A. Shaw  
Prothonotary/Clerk of Courts

Attorney for Plaintiff

---

Bank of America, N.A.,  
s/b/m Fleet National Bank  
Plaintiff

Court Of Common Pleas

vs.

Civil Division

Ricky S. Lansberry  
Kimberly Lansberry  
a/k/a Kimberly D. Lansberry  
Defendants

Clearfield County

No. 08-985-CD

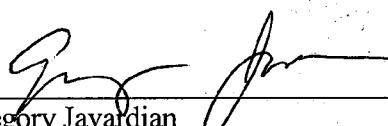
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PRAECIPE TO DISMISS COMPLAINT, WITHOUT PREJUDICE

TO THE PROTHONOTARY:

Kindly DISMISS, without prejudice, the Complaint in Mortgage Foreclosure filed in the instant action on May 28, 2008.

Date: 4/2/09

  
\_\_\_\_\_  
Gregory Javardian  
Attorney for Plaintiff

FILED

APR 07 2009

William A. Shaw  
Prothonotary/Clerk of Courts