

08-1695-CD  
Northern Hancock Bank vs K. Clark al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CI

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**COMPLAINT**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

**FILED**

in 11:10 A.M. GK NO CC

SEP 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

COMPL. TO  
SHFF

ATTY PAID 95.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No.

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**NOTICE TO PLEAD**

**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 defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

Dan Nelson, Court Administrator  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830  
(814)756-2641, Ext. 5982

**AVISO**

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las páginas siguientes, usted tiene veinte (20) días de plazo al partir de la fecha de la demanda y la notificación. Hace falta asentar una comparecencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomará medidas y puede continuar la demanda en contra suya sin previo aviso o notificación. Además la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO, VAYA EN PERSONA O LLAME POR TELÉFONO A LA OFICINA CUYA DIRECCIÓN SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR ASISTENCIA LEGAL.

Dan Nelson, Court Administrator  
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Clearfield, PA 16830  
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No.

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**COMPLAINT IN MORTGAGE FORECLOSURE**

AND NOW COMES, Plaintiff, NORTHERN HANCOCK BANK & TRUST COMPANY (hereinafter referred to as "NORTHERN HANCOCK") by and through its attorneys, Burns, White & Hickton, LLC and Edwin L. Edwards, Jr., Esquire, and hereby files the within Complaint against Defendants, KENNETH CLARK and PEGGY S. CLARK (collectively referred to as the "CLARKS"), individuals, and in support thereof, states and avers as follows:

1. Plaintiff, NORTHERN HANCOCK, is a corporation organized under the laws of West Virginia, located at 226 Washington Street, Newell, West Virginia, 26050.
2. Defendant, KENNETH CLARK, is, upon information and belief, a citizen of the Commonwealth of Pennsylvania with an address at 2375 Sylvan Grove Road, Morrisdale, Pennsylvania, 16858.
3. Defendant, PEGGY S. CLARK, is, upon information and belief, a citizen of the Commonwealth of Pennsylvania with an address at 2375 Sylvan Grove Road, Morrisdale, Pennsylvania, 16858.

4. On October 8, 2002, KENNETH and PEGGY S. CLARK (hereinafter referred to as "Borrowers"), being indebted to Black's Home Sales, Inc. (hereinafter referred to as "Black's") in the amount of \$66,040, executed to it a Manufactured Home Retail Installment Contract (hereinafter referred to as the "Contract") of even date therewith, to secure that sum with interest at the rate of 7.75% per annum, payable in monthly installments on the first day of each and every month commencing on November 7, 2002. A true and correct copy of the Contract is attached hereto and made a part hereof as Exhibit "A".

5. To secure payment of the sums due under the Contract, Defendants, CLARKS, executed to Black's a Mortgage (hereinafter referred to as the "Mortgage") of even date with the Contract and thereby conveyed to it in fee, the land hereinafter described, with the Mortgage, having been first duly acknowledged and the Certificate of Acknowledgments duly endorsed thereon, recorded on October 22, 2002, in the Register and Recorder of Clearfield County in Clearfield County Deed Book 1789 for said County at Page 121, et seq. A true and correct copy of the Mortgage is attached hereto and made a part hereof as Exhibit "B".

6. The mortgaged premises (hereinafter referred to as the "Mortgaged Premises") is as follows:

ALL that certain piece or tract of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southern right of way line of Township Road T-727; said point being the northwestern corner of lands herein described; said point also being South 81 degrees 00 minutes 00 seconds East a distance of 687.44 feet from a  $\frac{3}{4}$ " rebar (set) at the intersection of the southern right of way line of

Township Road T-727 with the eastern right of way of Pennsylvania State Route SR-1011, said place of beginning being the northeastern corner of the parcel herein described and running: thence along the lands presently being conveyed to Kenneth Clark South 10 degrees (erroneously referred to as 01 degree in previous deed in the chain of title) 56 minutes 51 seconds West a distance of 555.30 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the northern line of lands of now or formerly, River Hill Coal Company; thence along the northern line of lands of now or formerly River Hill Coal Company North 79 degrees 44 minutes 06 seconds West a distance of 137.00 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 3; thence through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 3 North 06 degrees 42 minutes 17 seconds East a distance of 218.27 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 1; thence still through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 1, North 07 degrees 01 minutes 07 seconds East a distance of 331.85 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the southern right of way line of Township Road T-727; thence along the southern right of way line of Township Road T-727 South 81 degrees 00 minutes 00 seconds East a distance of 298.01 feet to a  $\frac{3}{4}$ " rebar (set) and place of beginning. CONTAINING 2.93 acre as shown on map prepared by Curry and Associates dated August 25, 1995 and recorded in Clearfield County Map File #1 at Page 1206 on August 6, 1996.

TAX ID# 110-S7-72

BEING the same premises as vested unto the Borrowers herein by deed recorded in Clearfield County Deed Book 1789 Page 121.

7. Defendants are the real owners of the Mortgaged Premises.
8. Plaintiff, NORTHERN HANCOCK, is a successor by assignment to Black's and the holder of the Contract and Mortgage by virtue of the Assignment dated October 8, 2002, recorded on October 22, 2002 as with the Instrument Number 200217123 in the Register and Recorder of Clearfield County (hereinafter referred to as

the "Assignment". A true and correct copy of the Assignment is attached hereto and made a part hereof as Exhibit "C".

9. The Contract, the Mortgage and the Assignment are sometimes referred to herein as the Loan Documents.

10. Defendants are in default of their obligations under the Loan Documents because Defendants have failed to make the required payments set forth below. Upon breach and failure to cure said breach after notice, all sums secured by the Mortgage, together with other charges authorized by said Mortgage and itemized below, shall become immediately due and owing.

11. After demand, the Defendants continue to fail or refuse to comply with the terms of the Loan Documents as follows:

- (a) by failing or refusing to pay the installments of principal and interest when due in the amounts indicated below; and
- (b) by failing or refusing to pay other charges indicated below.

12. The following amounts are due on the Mortgage as of July 15, 2008:

Principal:	\$63,260.75
Interest:	\$ 1,332.37
Forced Placed Insurance Fees:	\$ 235.81
Late Fees:	\$ 10.00
<b>TOTAL</b>	<b>\$64,838.93</b>

13. The combined notice specified by the Pennsylvania Homeowner's Emergency Mortgage Existence Program, Act 91 of 1983 and Notice of Intention to

Foreclosure under Act 6 of 1974 (the "Act 91 and Act 6 Notice") has been sent to the Defendant, via certified and regular mail, in accordance with the requirements of the those acts, on July 30, 2008. A true and correct copy of the Act 91 and Act 6 Notice is attached hereto and made a part hereof as Exhibit "D". Defendant has failed to proceed within the time limits, or has been determined ineligible, or Plaintiff has not been notified in a timely manner of Defendant's eligibility.

14. Any interest or lien which any Defendant herein has, or may claim to have, in or upon the Mortgaged Premises, or any part thereof, is subject and subordinate to the liens of the Mortgage.

WHEREFORE, Plaintiff, NORTHERN HANCOCK, hereby demands judgment in mortgage foreclosure on the property located at RD#1, Box 226A, Morrisdale, Pennsylvania in its favor and against Defendants, fixing the amount due thereunder, for the amounts set forth above, together with interest thereon and all other amounts advanced by Plaintiff during the pendency of this action together with attorneys' fees and foreclosing all right, title, lien, and equity of redemption that Defendants, or all those claiming therein, had or have in the Mortgaged Premises.

BURNS, WHITE & HICKTON, LLC

  
Edwin L. Edwards, Jr., Esquire  
PA ID No. 88623  
4 Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
(412) 995-3000

<b>MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT PENNSYLVANIA</b> No. <b>10-8-02</b> Date		Seller Black's Home Sales, Inc. 3750 Walton Street Osceola Mills, PA 16666  "We" and "us" mean the Seller above, its successors and assigns.	Buyer Kenneth & Peggy S. Clark RD# 1, Box 226A Morrisdale, PA 16856  "You" and "your" mean each Buyer above, and guarantor, separately and together.
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**SALE:** You agree to purchase from us the manufactured home described below, together with the related services, furnishings, appliances, and accessories listed below (together referred to as "Manufactured Home"). Your purchase of the Manufactured Home is subject to the terms of this Contract. "Contract" means this document and any separate document that secures this Contract.

Manufacturer <b>Colony</b>	Model Name & Number <b>TL506</b>	Year <b>2002</b>	Serial Number <b>SA15576AB</b>	Length <b>60</b>	Width <b>28</b>	Color <b>Clay</b>	<input checked="" type="checkbox"/> New <input type="checkbox"/> Used
Services, furnishings, appliances, and accessories include: <input type="checkbox"/> Tires and Wheels <input type="checkbox"/> Axles <input type="checkbox"/> Refrigerator _____ <input type="checkbox"/> Oven/Range _____ <input type="checkbox"/> Washer _____ <input type="checkbox"/> Dryer _____ <input type="checkbox"/> A/C Unit(s) _____ <input type="checkbox"/> Awning(s) _____ <input type="checkbox"/> Skirting <input type="checkbox"/> Accessory Shed _____ <input type="checkbox"/> Services _____ <input type="checkbox"/> Other _____							

Location of Manufactured Home after delivery to Buyer: **RD# 1, Box 226A, Morrisdale, PA 16856**

Description of Trade-In: **1977 BENDIX 12 x 60**

**PROMISE TO PAY AND PAYMENT TERMS:** You promise to pay us the principal amount of \$ **66,040**, plus interest on the unpaid balance at the rate(s) of **7.75%** per year until the final scheduled payment date. Interest will begin to accrue on **thirty days prior to the 1st scheduled payment** and will accrue on a **30/360** day basis.

After the final scheduled payment date, or after you default and we demand payment, we will earn interest on the unpaid principal balance at the rate of **7.75** % per year.

You agree to pay this Contract according to the payment schedule and late charge provisions shown in the TRUTH IN LENDING DISCLOSURES. You also agree to pay any additional amounts according to the terms of this Contract. A late charge, if provided in the TRUTH IN LENDING DISCLOSURES, will be imposed only once on a late payment. A late charge will not be collected on the final scheduled payment, but interest will continue to accrue at the applicable contract rate.

**ADDITIONAL FINANCE CHARGE:** You agree to pay an additional, nonrefundable finance charge of \$ \_\_\_\_\_ that will be  paid in cash.  financed (see ITEMIZATION OF AMOUNT FINANCED).  paid proportionally with each payment.

**DOWN PAYMENT:** You agree to pay or apply to the Cash Price, on or before today's date, any cash, rebate and net trade-in value described in the ITEMIZATION OF AMOUNT FINANCED.

**ESCROW:** You  may, but are not required to  must pay certain expenses and fees from an escrow account. If an escrow account is established, it will be governed by a separate agreement.

#### TRUTH IN LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. <b>8.188 %</b>	FINANCE CHARGE The dollar amount the credit will cost you. <b>\$ 106,978.20</b>	AMOUNT FINANCED The amount of credit provided to you or on your behalf. <b>\$ 63,345.00</b>	TOTAL OF PAYMENTS The amount you will have paid when you have made all scheduled payments. <b>\$ 170,323.20</b>	TOTAL SALE PRICE The total cost of your purchase on credit, including your down payment of \$ <b>1,500</b> <b>\$171,823.20</b>
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**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
<b>360</b>	<b>\$473.12</b>	<b>10-7-02</b>

**EXHIBIT**

tables

**A**

**Security:** You are giving a security interest in the goods or property being purchased.

You are giving a security interest in the real property at **RD# 1, Box 226A, Morrisdale, PA**

**Late Charge:** If a payment is more than **15** days late, you will be charged the lesser of **\$5.00 or 2% of the unpaid amount of the installment**

**Prepayment:** If you pay off this Contract early, you will not have to pay a penalty.

If you pay off this Contract early, you will not be entitled to a refund of part of the Additional Finance Charge.

**ASSUMPTION:** Someone buying your Manufactured Home  may subject to conditions be allowed to  cannot assume this Contract on its original terms.

8.188 %	\$ 106,978.20	\$ 63,345.00	\$ 170,323.20	\$ 171,823.20
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**Payment Schedule:** Your payment schedule will be

Number of Payments	Amount of Payments	When Payments Are Due
360	\$473.12	10-7-02

**Security:** You are giving a security interest in the goods or property being purchased.

You are giving a security interest in the real property at RD# 1, Box 226A, Monaca, PA

**Late Charge:** If a payment is more than 15 days late, you will be charged the lesser of \$5.00 or 2% of the unpaid amount of the installment.

**Prepayment:** If you pay off this Contract early, you will not have to pay a penalty.

If you pay off this Contract early, you will not be entitled to a refund of part of the Additional Finance Charge.

**ASSUMPTION:** Someone buying your Manufactured Home  may subject to conditions be allowed to  cannot assume this Contract on its original terms.

**Contract Provisions:** You can see the terms of this Contract for any additional information about nonpayment, breaking the terms of this Contract, any required repayment before the scheduled date, and prepayment refunds and penalties. "e" means an estimate

**BUYER RESTRICTIONS:** If you do not meet this Contract's obligations, you may lose the property that you bought in this sale.

**SECURITY:** You give us a security interest in the Manufactured Home (as defined above). Unless prohibited by law, you also give us a security interest in all present and future accessions to the Manufactured Home. Accessions will not include "household goods" as defined in the FTC Credit Practices Rule, 16 C.F.R. 444, if we do not finance the purchase of such household goods. If you do not meet your Contract obligations, you may lose your house and the real estate described in any mortgage or deed of trust (if any).

This Contract is also secured by a separate mortgage or deed of trust dated 10-8-02, on real estate, as shown in the TRUTH IN LENDING DISCLOSURES.

The term "Property" means all property securing this Contract.

**CREDIT INSURANCE:** Credit life insurance and credit disability insurance are not required to obtain credit. You will not receive credit life insurance and credit disability insurance unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life: Insured** \_\_\_\_\_  
 Single  Joint Prem. \$ \_\_\_\_\_ Term \_\_\_\_\_

**Credit Disability: Insured** \_\_\_\_\_  
 Single  Joint Prem. \$ \_\_\_\_\_ Term \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_  
 Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

*Kenneth L. Clark* 5/17/03  
 Buyer d/o/b Buyer d/o/b  
*Peggy L. Clark 6-2-01* Buyer d/o/b Buyer d/o/b

**PROPERTY INSURANCE:** You are required to insure the Property securing this Contract with the following minimum property insurance coverage:

\$66,000

You may purchase or provide the insurance through any insurance company that is reasonably acceptable to us. If you get the insurance from or through us you will pay \$ \_\_\_\_\_ for \_\_\_\_\_ of coverage.

The property insurance must protect against loss and physical damage. You must name us as beneficiary on the insurance policy. We may require additional security before we allow you to use insurance proceeds to repair or replace the Property. You will pay all amounts that insurance does not cover.

If you fail to obtain or keep insurance or to name us as beneficiary, we may obtain insurance to protect our interest in the Property. We will add the cost of insurance to the amount you owe us. Any amount we pay for insurance is due immediately and will

**ITEMIZATION OF AMOUNT FINANCED**

Manufactured Home Price \$44,900  
 (including sales tax of \$ \_\_\_\_\_)

Buyer Protection/Service Plan, Paid to: \_\_\_\_\_ \$ \_\_\_\_\_  
 1. Cash Price

\$ 44,900

Manufacturer's Rebate \$ \_\_\_\_\_

Cash Down Payment \$ \_\_\_\_\_

2. Subtotal \$ 1,500

Trade-In Allowance \$ 1,500

Less: Amount Owing \$ 0

To: \_\_\_\_\_

3. Net Trade-In \$ 1,500

4. Total Down Payment (line 2 plus line 3) \$ 1,500

5. Unpaid Balance of Cash Price (line 1 minus line 4) \$43,400

**Fees Paid to Others:**

Paid to Public Officials - Filing Fees Only \$ 27.50

Paid to Public Officials - Other than Filing Fees \$ \_\_\_\_\_

Insurance Premiums\* \$ \_\_\_\_\_

(To: \_\_\_\_\_)

(To: \_\_\_\_\_)

(To: \_\_\_\_\_)

Additional Finance Charge(s) Paid To Seller \$ \_\_\_\_\_

To: Flood Report \$ 25.00

To: Buydown Points \$ 2,540

To: Improvements/Mortgage Fees \$19,000 / 1,047.50

6. Subtotal (line 5 plus all Fees Paid to Others) \$66,040

7. Prepaid Finance Charges \$ 2,695

Amount Financed (line 6 minus line 7) \$63,345

\*We may retain or receive a portion of this amount.

**NOTICE TO BUYER**

**Do not sign this Contract in blank.**

**You are entitled to an exact copy of the contract you sign.**

Keep it in your safe place.

Insurance we have required is certain basic. You will not receive group life insurance and credit disability insurance unless you sign and agree to pay the additional premium. If you want such insurance, we will obtain it for you (if you qualify for coverage). We are quoting below ONLY the coverages you have chosen to purchase.

**Credit Life:** Insured \_\_\_\_\_  
 Single  Joint Prem. \$ \_\_\_\_\_ Term \_\_\_\_\_

**Credit Disability:** Insured \_\_\_\_\_  
 Single  Joint Prem. \$ \_\_\_\_\_ Term \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_  
 Your signature below means you want (only) the insurance coverage(s) quoted above. If none are quoted, you have declined any coverages we offered.

*Kenneth Clark* 5/17/02  
 Buyer d/o/b Buyer d/o/b  
*Peggy J Clark 6-2-71* Buyer d/o/b Buyer d/o/b

**PROPERTY INSURANCE:** You are required to insure the Property securing this Contract with the following minimum property insurance coverage:

\$66,000

You may purchase or provide the insurance through any insurance company that is reasonably acceptable to us. If you get the insurance from or through us you will pay \$ \_\_\_\_\_ for coverage.

The property insurance must protect against loss and physical damage. You must name us as beneficiary on the insurance policy. We may require additional security before we allow you to use insurance proceeds to repair or replace the Property. You will pay all amounts that insurance does not cover.

If You fail to obtain or keep insurance or to name us as beneficiary, we may obtain insurance to protect our interest in the Property. We will add the cost of insurance to the amount you owe us. Any amount we pay for insurance is due immediately and will earn interest at the rate charged after maturity.

**Liability insurance coverage for bodily injury and/or property damage caused to others is NOT included in this Contract unless checked and indicated below.**

The following liability insurance is included in this coverage:

**BUYER PROTECTION/SERVICE PLAN:** With your purchase of the Manufactured Home, you have elected to purchase the following optional buyer protection or service plan ("Plan"):

The Plan covers \_\_\_\_\_

and will be in effect \_\_\_\_\_  
 See the Plan documents for details.

**TRANSFER:** Seller transfers this Contract to \_\_\_\_\_  
 Northern Hancock Bank & Trust  
 3rd & Washington St., Newell, WV 26050 (Transferee)  
 under the terms of a separate agreement.  under the terms of the TRANSFER BY SELLER section. This transfer is made  
 with legal liability  without legal liability.

Seller: *Donna Smith* Date 10-8-02  
 By \_\_\_\_\_

Manufactured Home Price \$44,900

(including sales tax of \$ \_\_\_\_\_)

Buyer Protection/Service Plan, Paid to: \_\_\_\_\_ \* \$ \_\_\_\_\_

1. Cash Price

\$ 44,900

Manufacturer's Rebate \$ \_\_\_\_\_

Cash Down Payment \$ \_\_\_\_\_

2. Subtotal \$ \_\_\_\_\_

Trade-In Allowance \$ 1,500

Less: Amount Owing \$ -0-

To: \_\_\_\_\_

3. Net Trade-In \$ 1,500

4. Total Down Payment (line 2 plus line 3) \$ 1,500

5. Unpaid Balance of Cash Price (line 1 minus line 4) \$43,400

**Fees Paid to Others:**

Paid to Public Officials - Filing Fees Only \$ 27.50

Paid to Public Officials - Other than Filing Fees \$ \_\_\_\_\_

Insurance Premiums\* \$ \_\_\_\_\_

(To: \_\_\_\_\_)

(To: \_\_\_\_\_)

(To: \_\_\_\_\_)

Additional Finance Charge(s) Paid To Seller \$ \_\_\_\_\_

To: Flood Report \$ 25.00

To: Buydown Points \$ 2,540

To: Improvements/Mortgage Fees \$19,000 / 1,047.50

6. Subtotal (line 5 plus all Fees Paid to Others) \$55,040

7. Prepaid Finance Charges \$ 2,695

Amount Financed (line 6 minus line 7) \$52,345

\*We may retain or receive a portion of this amount.

### NOTICE TO BUYER

Do not sign this Contract in blank.

You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

Buyer(s):

X *Kenneth Clark* 10-8-02  
 Signature Date

X *Peggy J Clark* 10-8-02  
 Signature Date

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

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

### I ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

X *Kenneth Clark Peggy J Clark*

SELLER'S SIGNATURE:

X *Donna Smith*

Name and Title *Manager*

MANUFACTURED HOMES - NOT FOR MODULAR HOMES

KAREN L. STARCK  
REGISTER AND RECORDER  
CLEARFIELD COUNTY  
Pennsylvania  
INSTRUMENT NUMBER  
200217122  
RECORDED ON  
Oct 22, 2002 PM  
2:58:52 PM  
Total Pages: 13

RECORDING FEES - \$31.00  
RECORDER COUNTY IMPROVEMENT \$2.00  
FUND RECORDER IMPROVEMENT \$3.00  
FUND STATE WRIT TAX \$0.50  
TOTAL \$36.50

CUSTOMER THOMSON, DAVID

[Space Above This Line For Recording Data]

## MORTGAGE

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated ..... together with all Riders to this document.

(B) "Borrower" is ..... KENNETH CLARK AND PEGGY S. CLARK .....

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is ..... BLACK'S HOME SALES, INC. ....

..... Corporation ..... organized and existing under the laws of Pennsylvania ..... Lender's address is 3750 Walton Street.....

..... Osceola Mills, PA 16666 ..... Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated ..... The Note states that Borrower owes Lender Sixty six thousand forty dollars and no/100.....

..... Dollars (U.S. \$66,040.00.....) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 10-8-2032.....

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider        |
| <input type="checkbox"/> Balloon Rider         | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] ..... |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider         |   |

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Escrow Items" means those items that are described in Section 3.

Form 3039 1/01

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN Form MD-1-PA 8/20/2000  
rel: 1/2001

(page 1 of 12 pages)



KT2A0

EXHIBIT

B

- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Clearfield [Type of Recording Jurisdiction]

Clearfield [Name of Recording Jurisdiction]

which currently has the address of RDT 1, Box 226A [Street]  
Morrisdale [City] 16856 [Zip Code] ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices

of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property 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 any other hazards

including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will

accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has—if any—with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the

amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed

as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c)

entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by Applicable Law.

**23. Release.** Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

**24. Waivers.** Borrower, to the extent permitted by Applicable Law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

**25. Reinstatement Period.** Borrower's time to reinstate provided in Section 19 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**26. Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

**27. Interest Rate After Judgment.** Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

Sandra M. Nelson  
Karen M. Nelson

Kenneth Clark ..... (Seal)  
KENNETH CLARK  
Peggy S. Clark ..... (Seal)  
PEGGY S. CLARK

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 3<sup>rd</sup> day of February 2008, before me, Karen M. Nelson,  
the undersigned officer, personally appeared Kenneth Clark and  
Peggy S. Clark, known to me (or satisfactorily  
proven) to be the person(s) whose name(s) are  
subscribed to the within instrument and  
acknowledged that they (or the notary public) executed the same for the purposes herein contained.

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

My Commission expires: Feb. 16, 2004

Notarial Seal	
Karen M. Nelson, Notary Public	
Decatur Twp., Clearfield County	
My Commission Expires Feb. 16, 2004	

IT IS HEREBY certified that the address of the notary public is 3750 Walton St. (Acclaim Mills),

By J. M. Nelson

## ASSIGNMENT OF MORTGAGE

## MORTGAGE FROM

KENNETH CLARKPEGGY S. CLARK

Mortgagor(s)

TO

BLACK'S HOME SALES, INC.

Mortgagee

## ASSIGNED TO

NORTHERN HANCOCK BANK & TRUST

Assignee

FOR VALUE RECEIVED, the undersigned Mortgagee hereby grants, sells, assigns, transfers and sets over to Northern Hancock Bank & Trust, (the 'Assignee'), the above described Mortgage upon the premises situated in the (City/Township/Borough) of Cooper, County of Clearfield in the State of Pennsylvania, known and designated as RD#1, Box 226A

Street Address

Morrisdale

City/Township/Borough

Clearfield

County

Tax Parcel Number (or other Uniform Parcel Identifier)

TOGETHER with the Promissory Note, Installment Sale Contract or other evidence of the Mortgagor's indebtedness and all Rights, Remedies, Incidents and Appurtenances thereunto belonging, or in anyway appertaining; and all of Mortgagee's estate, right, title, interest, property, claim and demand in and to the same;

TO HAVE AND TO HOLD all and singular the hereditaments and premises hereby granted and assigned, or mentioned and intended so to be, unto the Assignee, its successors and assigns, to and for its proper use and behoof forever; subject, nevertheless, to the equity of redemption of the Mortgagor in the Mortgage described above, and of Mortgagor's heirs and assigns therein;

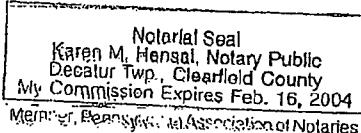
AND DOES HEREBY DIRECT the Recorder of the said County to note upon the margin of the record of said Mortgage, this Assignment thereof.

THIS ASSIGNMENT is not subject to the requirements of section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

IN WITNESS WHEREOF, the undersigned assignor, Mortgagee, has caused its seal to be duly affixed hereto, this

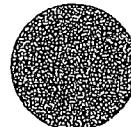
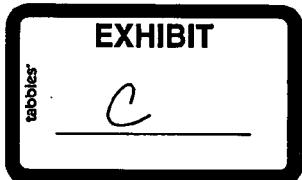
8th day of October, 2002:

Karen M. Hensel  
Witness (Attest) (Affix Corporate Seal, if Appropriate)

Black's Home Sales, Inc.

Name of Mortgagee

Donna J. Wilson, Jr.  
Signature and Title for Mortgagee



I certify that the precise residence of the within-named Assignee, Assignee of the above identified Mortgage, is

3rd & Washington Street, Newell, WV 26050

Agent (on behalf of Assignee)

STATE OF Pennsylvania :  
COUNTY OF Clermont : ss

On the 8<sup>th</sup> day of October, in the year 2002, before me,  
the undersigned, personally appeared Maralyn Wilson, personally known to  
me or proved to me on the basis of satisfactory evidence to be the individual whose name(s) is(are) subscribed as Mortgagor to  
the within Assignment of Mortgage and acknowledged to me that he/she/they executed the same in his/her/their  
capacity(ies) and that by his/her/their signature(s) on the Instrument, the individual(s), or the person upon behalf of which the  
individual(s) acted, executed the instrument.

SWORN TO AND SUBSCRIBED before me the day and year aforesaid.

(SEAL)

Karen M. Ydensal

Notarial Seal  
Karen M. Hensal, Notary Public  
Decatur Twp. Clearfield County  
My Commission Expires Feb. 16, 2004

REGISTRATION, LISTING AND RECODER  
OF LEAFIELD COUNTY

## ACT 6 NOTICE

**VIA CERTIFIED AND  
FIRST CLASS MAIL**

To: Kenneth Clark  
Peggy S. Clark  
2375 Sylvan Grove Road  
Morrsidale, PA 16858

Date: July 30, 2008

### NOTICE OF INTENTION TO TAKE ACTION

The amount of your debt is as stated in the attached document. The name of the creditor to whom the debt is owed is as named in the attached document. Unless you notify us within 30 days after receipt of this Notice and the attached document that the validity of the stated debt, or any portion of it, is disputed, we will assume that the debt is valid. If you do not notify us in writing of a dispute within the 30 day period, we will obtain verification of the debt or a copy of a judgment against you, and mail it to you. If you do not dispute the debt, it is not an admission of liability on your part. Also, upon your written request within the 30 day period, we will provide you with the name an address of the original creditor if different from the current creditor.

If you notify us within the 30 day period as stated above, we will cease collection of your debt, or any disputed portion of it, until we obtain the information that is required and mail it to you. Once we have mailed to you the required information, we will then continue the collection of your debt.

This law firm is deemed to be a debt collector and this Notice and the attached document is an attempt to collect a debt, and any information obtained will be used for that purpose.



Edwin L. Edwards, Jr., Esquire  
PA ID No. 88623  
Lindsey M. Hoelzle, Esquire  
PA ID No. 200633  
Burns, White & Hickton, LLC  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212



DATE: July 30, 2008

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

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

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

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

• **HOMEOWNER'S NAME:** Kenneth Clark  
Peggy S. Clark  
• **PROPERTY ADDRESS:** 2375 Sylvan Grove Road  
Morrisdale, PA 16858  
7070616  
• **LOAN ACCT. NO.:**  
• **ORIGINAL LENDER:** Black's Home Sales, Inc.  
• **CURRENT LENDER/SERVICER:** Northern Hancock Bank & Trust

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

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

YOU MUST FILE YOUR APPLICATION PROMPTLY. IF YOU FAIL TO DO SO OR IF YOU DO NOT FOLLOW THE OTHER TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED

AGAINST YOUR HOME IMMEDIATELY AND YOUR APPLICATION FOR MORTGAGE ASSISTANCE WILL BE DENIED.

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

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

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

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

**NATURE OF THE DEFAULT** – The MORTGAGE debt held by the above lender on your property located at: IS SERIOUSLY IN DEFAULT because:

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

Monthly Payments of \$473.12 for March 2008 (\$290.05 of the March 2008 monthly payment was applied towards principle) through July 2008 = \$2,075.55

Monthly Late Charges of \$5.00 for April 2008 and \$5.00 for June 2008

Forced Placed Insurance charges of \$235.81

Interest: (The total amount past due of \$2,321.36 is composed entirely of interest).

**TOTAL AMOUNT PAST DUE: \$2,321.36**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION: You failed to pay taxes in the amount of \$1,530.50.

**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 \$2,321.36, PLUS ANY MORTGAGE PAYMENTS, INTEREST AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

Northern Hancock Bank & Trust  
Attn: Bart McIntosh  
226 Washington Street  
Newell, West Virginia 26050

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

**IF THE MORTGAGE IS FORECLOSED UPON** – The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If the lender refers your case to its attorneys, but you cure the delinquency before the lender begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable 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 mortgaged property could be held would be approximately 6 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

#### HOW TO CONTACT THE LENDER:

Name of Lender: Northern Hancock Bank & Trust  
Address: 226 Washington Street  
Newell, WV 26050  
Phone Number: (304) 987-9900  
Fax Number: (304) 387-2781  
Contact Person: Bart McIntosh

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

**CCCS of Northeastern PA**  
202 W. Hamilton Avenue  
State College, PA 16801  
814-238-3668  
800-922-9537

**CCCS of Western PA**  
Royal Remax Plaza  
917 A Logan Boulevard Altoona, PA 16602  
888-511-2227

**Indiana Co. Community Action Program**  
827 Water Street  
Box 187  
Indiana, PA 15701  
724-465-2657

**The NORCAM Group**  
4200 Crawford Avenue  
Suite 200  
Northern Cambria, PA 15714  
814-948-4444

## VERIFICATION

I, Barton McIntosh, hereby certify that I am a Collection Officer of Northern Hancock Bank, the Plaintiff in this matter, and am authorized to make this verification on its behalf, and that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information and belief; and I understand that any false statements made herein are subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to unsworn falsification to authorities.



Barton McIntosh  
Barton McIntosh

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1695-CD

NORTHERN HANCOCK BANK & TRUST COMPANY a West Virginia corp.

vs

KENNETH CLARK and PEGGY S. CLARK

SERVICE # 1 OF 2

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/10/2008

HEARING:

PAGE: 104639

DEFENDANT: KENNETH CLARK  
ADDRESS: 2375 SYLVAN GROVE ROAD  
MORRISDALE, PA 16858

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

03:30 PM  
SEP 24 2008

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED

ATTEMPTS

9/19/08 JH

SHERIFF'S RETURN

NOW, 9/24/08 AT 950 AM PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON KENNETH CLARK, DEFENDANT

BY HANDING TO Peggy Clark, wife

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

ADDRESS SERVED 1 N. 2nd st. Clearfield Sheriff dept.

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR KENNETH CLARK

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

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

I MAKE RETURN OF **NOT FOUND** AS TO KENNETH CLARK

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

SWORN TO BEFORE ME THIS

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

So Answers, CHESTER A. HAWKINS, SHERIFF

BY:

Deputy S. Hunter  
Deputy Signature

Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1695-CD

NORTHERN HANCOCK BANK & TRUST COMPANY a West Virginia corp.

vs SERVICE # 2 OF 2  
KENNETH CLARK and PEGGY S. CLARK  
COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/10/2008 HEARING: 10/10/2008 PAGE: 104639

DEFENDANT: PEGGY S. CLARK  
ADDRESS: 2375 SYLVAN GROVE ROAD  
MORRISDALE, PA 16858

**ALTERNATE ADDRESS**

SERVE AND LEAVE WITH: DEFENDANT/AAR

**CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT OCCUPIED**

**VACANT**

OCCUPIED

FILED  
d3-3081  
SEP 24 2008

William A. Shaw  
Prothonotary/Clerk of Courts

## **SHERIFF'S RETURN**

NOW, 9/24/08 AT 950 AM PM SERVED THE WITHIN

**COMPLAINT IN MORTGAGE FORECLOSURE ON PEGGY S. CLARK, DEFENDANT**

BY HANDING TO Peggy Clark , self

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

1 N. 2nd st. Clearfield Sheriff Dept.

**NOW AT AM / PM POSTED THE WITHIN**

COMPLAINT IN MORTGAGE FORECLOSURE FOR PEGGY S. CLARK

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

I MAKE RETURN OF **NOT FOUND** AS TO PEGGY S. CLARK

FAIRFARE RETURN OF NOT FOUND AS TO PESSOAS. SEGUIN

REASON UNABLE TO ESCAPE \_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_DAY OF \_\_\_\_\_ 2008

So Answers: ~~CHESTER A. HAWKINS, SHERIFF~~

BY:

wers: CHESTER A. HAWKINS, SHERIFF  
Deputy S. V. Carter  
Deputy Signature

**Print Deputy Name**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

No. 2008-1695-CD

**FILED**

OCT 22 2008

5 11:55 AM  
William A. Shaw  
Prothonotary/Clerk of Courts

No. C/C (610)

**NOTICE OF PRAECIPE TO  
ENTER JUDGMENT BY  
DEFAULT**

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**NORTHERN HANCOCK BANK & TRUST COMPANY, a West Virginia corporation,** CIVIL ACTION No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK.

## Defendants.

**To:** Kenneth Clark & Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

**Date of Notice:** October 20, 2008

## NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT

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.

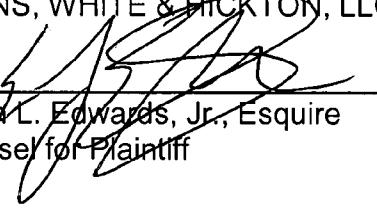
YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

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.

**Dan Nelson, Court Administrator  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830  
(814)756-2641, Ext. 5982**

Respectfully submitted,

BURNS, WHITE & HICKTON, LLC

By: 

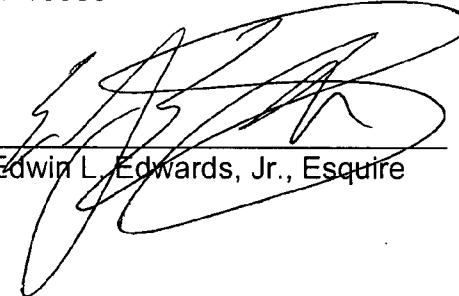
Edwin L. Edwards, Jr., Esquire  
Counsel for Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **Notice of Praecipe to Enter Judgment by Default** was served on all counsel of record by depositing a copy of same in the U.S. mail, postage prepaid, this 20th day of October, 2008, addressed as follows:

Kenneth Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

  
Edwin L. Edwards, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**AFFIDAVIT OF SERVICE OF  
10-DAY NOTICE OF ENTRY  
OF DEFAULT JUDGMENT**

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

5  
FILED NO CC  
m 112:57 AM NOV 26 2008  
NOV 26 2008  
LM  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

## CIVIL ACTION

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

### Defendants.

**AFFIDAVIT OF SERVICE OF  
10-DAY NOTICE TO ENTER DEFAULT JUDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, personally appeared Edwin L. Edwards, Esquire, who, being duly sworn according to law, deposes and says that he did serve a Notice of Intent to Enter Default Judgment in the above-captioned matter on the Defendants, by serving a copy to the Defendants, Kenneth Clark and Peggy S. Clark, 2375 Sylvan Grove Road, Morrisdale, PA 16858, by mailing same by United States Mail on October 20, 2008.

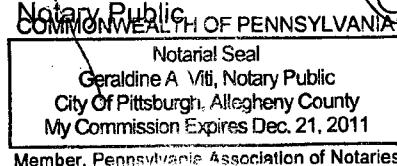
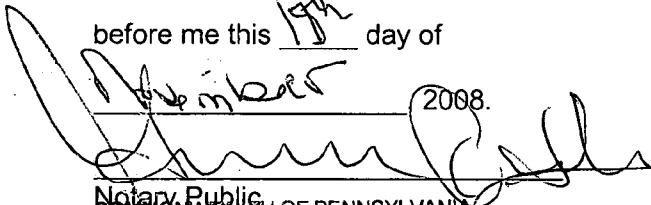
Respectfully submitted,

~~BURNS, WHITE & HICKTON, LLC~~

By: Edwin L. Edwards, Jr., Esquire  
Counsel for Plaintiff

SWORN TO AND SUBSCRIBED

before me this      day of

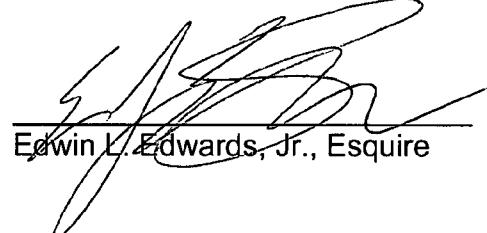


**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **Affidavit of Service of 10-Day Notice of Intent to Enter Default Judgment** was served on all counsel of record by depositing a copy of same in the U.S. mail, postage prepaid, this 18<sup>th</sup> day of November, 2008, addressed as follows:

Kenneth Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

  
Edwin L. Edwards, Jr., Esquire

**FILED**

**NOV 26 2008**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**PRAECIPE FOR ENTRY OF  
DEFAULT JUDGMENT**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

S  
FILED No CC  
11/25/08  
NOV 26 2008 Atty pd.  
20.00  
i.m.  
William A. Shaw  
Prothonotary/Clerk of Courts  
Notice to Def.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,** CIVIL ACTION  
No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK.

## Defendants.

## **PRAEICE FOR ENTRY OF DEFAULT JUDGMENT**

TO: William A. Shaw, Prothonotary

Kindly enter default judgment against Defendants, Kenneth Clark and Peggy S. Clark, in connection with the above-captioned matter. A copy of the Affidavit of Service of Ten Day Notice of Intent to Enter Default Judgment is attached as Exhibit "A".

Respectfully submitted,

BURNS, WHITE & HICKTON, LLC

By:   
Edwin L. Edwards, Jr., Esquire  
Counsel for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**AFFIDAVIT OF SERVICE OF  
10-DAY NOTICE OF ENTRY  
OF DEFAULT JUDGMENT**

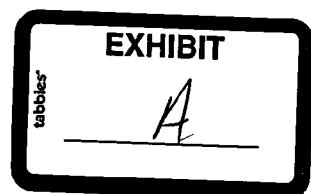
Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

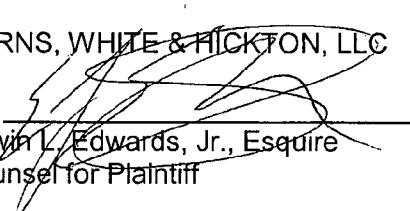
Defendants.

**AFFIDAVIT OF SERVICE OF  
10-DAY NOTICE TO ENTER DEFAULT JUDGMENT**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:  
 )

Before me, the undersigned authority, personally appeared Edwin L. Edwards,  
Esquire, who, being duly sworn according to law, deposes and says that he did serve a  
Notice of Intent to Enter Default Judgment in the above-captioned matter on the  
Defendants, by serving a copy to the Defendants, Kenneth Clark and Peggy S. Clark,  
2375 Sylvan Grove Road, Morrisdale, PA 16858, by mailing same by United States Mail  
on October 20, 2008.

Respectfully submitted,

BURNS, WHITE & HICKTON, LLC  
By:   
Edwin L. Edwards, Jr., Esquire  
Counsel for Plaintiff

SWORN TO AND SUBSCRIBED

before me this 21 day of

2008.

Notary Public  
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Geraldine A. Vit, Notary Public  
City of Pittsburgh, Allegheny County  
My Commission Expires Dec. 21, 2011

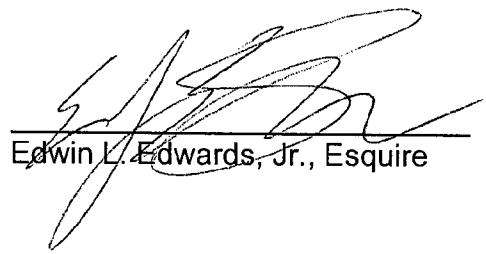
Member, Pennsylvania Association of Notaries

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **Affidavit of Service of 10-Day Notice of Intent to Enter Default Judgment** was served on all counsel of record by depositing a copy of same in the U.S. mail, postage prepaid, this 18<sup>th</sup> day of November, 2008, addressed as follows:

Kenneth Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

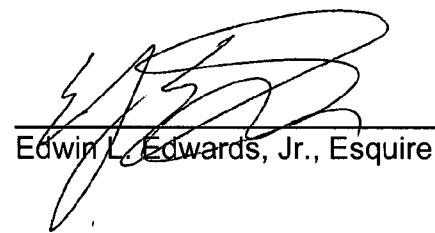
  
Edwin L. Edwards, Jr., Esquire

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **Praecipe for Entry of Default Judgment** was served on all counsel of record by depositing a copy of same in the U.S. mail, postage prepaid, this 18<sup>th</sup> day of November, 2008, addressed as follows:

Kenneth Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

  
Edwin L. Edwards, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation, No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

To: Kenneth Clark & Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

Date of Notice: October 20, 2008

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

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 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.

Dan Nelson, Court Administrator  
Clearfield County  
230 E. Market Street  
Clearfield, PA 16830  
(814)756-2641, Ext. 5982

Copy

NOTICE OF JUDGMENT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL DIVISION

Northern Hancock Bank & Trust Company

Vs.

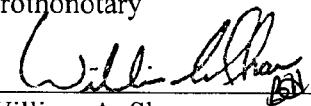
No. 2008-01695-CD

Kenneth Clark and Peggy S. Clark

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered  
against you on November 26, 2008.

William A. Shaw  
Prothonotary

  
\_\_\_\_\_  
William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**PRAECIPE FOR WRIT OF  
EXECUTION**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

FILED No CC  
3/20/09 SAN 08 2009 Atty pd. 20.00  
William A. Shaw 2 Writs to Atty  
Prothonotary/Clerk of Courts  
(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,**

## CIVIL ACTION

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

## Defendants.

## **PRAECIPE FOR WRIT OF EXECUTION**

TO: William A. Shaw, Prothonotary

Kindly enter writ of execution in the above matter:

Amount due \$ 64,838.93

Interest from  
November 26, 2008 \$ 1,826.71

Attorney's Fees \$ 1,232.50

Court Costs \$ 235.00

**TOTAL** \$ 68,133.14

135.00 Prothonotary costs

Respectfully submitted,

~~BURNS, WHITE & HICKTON, LLC~~

Bv:

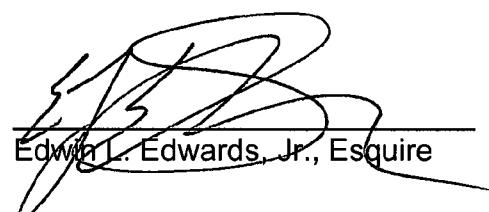
~~Edwin L. Edwards, Jr., Esquire  
Counsel for Plaintiff~~

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **Praecipe for Writ of Execution** was served on all counsel of record by depositing a copy of same in the U.S. mail, postage prepaid, this 6th day of January, 2009, addressed as follows:

Kenneth Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

  
Edwin L. Edwards, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CC  
JL

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**WRIT OF EXECUTION**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation, No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

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

ALL that certain piece or tract of land situate in Cooper  
Township, Clearfield County, Pennsylvania, bounded and  
described as follows:

BEGINNING at a point on the southern right of way line of  
Township Road T-727; said point being the northwestern corner of  
lands herein described; said point also being South 81 degrees 00  
minutes 00 seconds East a distance of 687.44 feet from a  $\frac{3}{4}$ " rebar  
(set) at the intersection of the southern right of way line of  
Township Road T-727 with the eastern right of way of Pennsylvania  
State Route SR-1011, said place of beginning being the  
northeastern corner of the parcel herein described and running:  
thence along the lands presently being conveyed to Kenneth Clark  
South 10 degrees (erroneously referred to as 01 degree in previous  
deed in the chain of title) 56 minutes 51 seconds West a distance of  
555.30 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the northern line  
of lands of now or formerly, River Hill Coal Company; thence along  
the northern line of lands of now or formerly River Hill Coal

Company North 79 degrees 44 minutes 06 seconds West a distance of 137.00 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 3; thence through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 3 North 06 degrees 42 minutes 17 seconds East a distance of 218.27 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 1; thence still through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 1, North 07 degrees 01 minutes 07 seconds East a distance of 331.85 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the southern right of way line of Township Road T-727; thence along the southern right of way line of Township Road T-727 South 81 degrees 00 minutes 00 seconds East a distance of 298.01 feet to a  $\frac{3}{4}$ " rebar (set) and place of beginning. CONTAINING 2.93 acre as shown on map prepared by Curry and Associates dated August 25, 1995 and recorded in Clearfield County Map File #1 at Page 1206 on August 6, 1996.

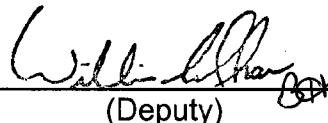
TAX ID# 110-S7-72

BEING the same premises as vested unto the Borrowers herein by deed recorded in Clearfield County Deed Book 1789 Page 121.

Amount due	\$64,838.93
Interest from November 26, 2008	\$ 1,826.71
Attorney's Fees	\$ 1,232.50
Court Costs	\$ 235.00
<b>TOTAL</b>	<b>\$68,133.14</b>
	135.00 Prothonotary costs

WILLIAM A. SHAW, PROTHONOTARY

SEAL OF THE COURT

  
(Deputy)

Date 11/8/09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104639  
NO. 08-1695-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: NORTHERN HANCOCK BANK & TRUST COMPANY a West Virginia corp.  
vs.

DEFENDANT: KENNETH CLARK and PEGGY S. CLARK

**SHERIFF RETURN**

**RETURN COSTS**

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BURNS	24619	20.00
SHERIFF HAWKINS	BURNS	24619	41.21

FILED  
01/30/2009  
JAN 30 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

So Answers,

Day of 2008

*Chester A. Hawkins*

Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**AFFIDAVIT OF LAST KNOWN  
RESIDENCE**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

FILED  
M 12/4/2011 NO cc  
FEB 23 2009  
©

S  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,** CIVIL ACTION  
No. 2008-1695-CD

**Plaintiff,**

KENNETH CLARK and PEGGY S.  
CLARK.

## Defendants.

## **AFFIDAVIT OF LAST KNOWN RESIDENCE**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Eddie L. Edwards, Jr., counsel for Northern Hancock Bank & Trust Company, who, being duly sworn according to law, deposes and says that he is authorized to make this Affidavit on behalf of the Plaintiff and that the name and last known address of Defendants in the judgment, Kenneth Clark and Peggy S. Clark, husband and wife, at the above

number and term, to the best of his knowledge and belief is 2375 Sylvan Grove Road, Morrisdale, PA 16858.

BURNS, WHITE & HICKTON, LLC

By: 

Edwin L. Edwards, Jr., Esquire  
Pa. ID No. 88023  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000  
Counsel for Plaintiff

Sworn to and subscribed before me  
this 19<sup>th</sup> day of February, 2009.

Janis M. Walker  
Notary Public  
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal
Janis M. Walker, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires July 2, 2012

Member, Pennsylvania Association of Notaries

57

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**AFFIDAVIT PURSUANT TO  
RULE 3129.1**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

FILED  
M10:41 67  
FEB 23 2009  
NO CC  
60  
S William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Plaintiff, NORTHERN HANCOCK BANK & TRUST COMPANY, sets forth  
as of the date of the Praecept for Writ of Execution was filed the following  
information concerning the real property located at 2375 Sylvan Grove Road,  
Morrisdale, Clearfield County, Pennsylvania, 16858, described as follows:

ALL that certain piece or tract of land situate in Cooper  
Township, Clearfield County, Pennsylvania, bounded and  
described as follows:

BEGINNING at a point on the southern right of way line of  
Township Road T-727; said point being the northwestern corner of  
lands herein described; said point also being South 81 degrees 00  
minutes 00 seconds East a distance of 687.44 feet from a  $\frac{3}{4}$ " rebar  
(set) at the intersection of the southern right of way line of  
Township Road T-727 with the eastern right of way of Pennsylvania  
State Route SR-1011, said place of beginning being the  
northeastern corner of the parcel herein described and running:  
thence along the lands presently being conveyed to Kenneth Clark  
South 10 degrees (erroneously referred to as 01 degree in previous  
deed in the chain of title) 56 minutes 51 seconds West a distance of  
555.30 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the northern line  
of lands of now or formerly, River Hill Coal Company; thence along  
the northern line of lands of now or formerly River Hill Coal  
Company North 79 degrees 44 minutes 06 seconds West a

distance of 137.00 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 3; thence through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 3 North 06 degrees 42 minutes 17 seconds East a distance of 218.27 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 1; thence still through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 1, North 07 degrees 01 minutes 07 seconds East a distance of 331.85 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the southern right of way line of Township Road T-727; thence along the southern right of way line of Township Road T-727 South 81 degrees 00 minutes 00 seconds East a distance of 298.01 feet to a  $\frac{3}{4}$ " rebar (set) and place of beginning. CONTAINING 2.93 acre as shown on map prepared by Curry and Associates dated August 25, 1995 and recorded in Clearfield County Map File #1 at Page 1206 on August 6, 1996.

TAX ID# 110-S7-72

BEING the same premises as vested unto the Borrowers herein by deed recorded in Clearfield County Deed Book 1789 Page 121.

1. Name and address of Owner(s) or Reputed Owner(s):

Kenneth Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

2. Name and address of Defendant(s) in the judgment:

Kenneth Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

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

Northern Hancock Bank & Trust 226 Washington Street  
Newel, WV 26050

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

Northern Hancock Bank & Trust 226 Washington Street  
Newell, WV 26050

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

Clearfield County Tax  
Claim Bureau 230 East Market Street  
Clearfield, PA 16830

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

Kenneth Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

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

Kenneth Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

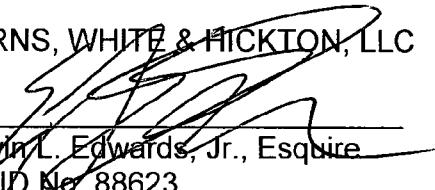
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

The foregoing Affidavit is given solely for the purpose of good faith compliance with Rule 3129 of the Pennsylvania Rules of Civil Procedure, as amended, and is not intended to constitute an abstract of the title to the

mortgaged premises, or to set forth the lien status of said property, and it may not be relied upon as such by any person seeking such information regarding the subject premises.

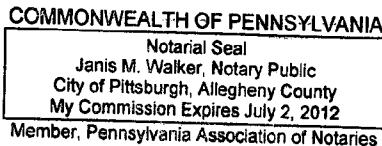
Dated February 19, 2009.

BURNS, WHITE & HICKTON, LLC

By:   
Edwin L. Edwards, Jr., Esquire  
Pa. ID No. 88623  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000  
Counsel for Plaintiff

Sworn to and subscribed before me  
this 19<sup>th</sup> day of February, 2009.

  
Notary Public  
My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**AFFIDAVIT OF SERVICE**

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

*s*  
**FILED** NO CC  
MILLER, S.A. APR 02 2009

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**NORTHERN HANCOCK BANK & TRUST COMPANY, a West Virginia corporation,** CIVIL ACTION No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK.

## Defendants.

## **AFFIDAVIT OF SERVICE**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Eddie L. Edwards, Jr., who being duly sworn according to law, deposes and says that the Notice of Sheriff's Sale of Real Estate was mailed by Certified Mail, Return Receipt Requested on the 6th day March, 2009 to the following:

Kenneth Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

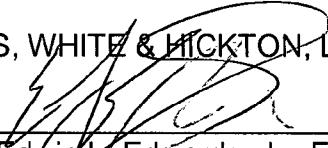
and received on March 9, 2009, as evidenced by Return Receipt Nos. 7007 2680 0003 0530 1068 and 7007 2680 0003 0530 1075 attached hereto as Exhibit "A".

The Notice of Sheriff's Sale of Real Estate was also mailed by Certificate of Mailing on the 6th day of March, 2009, to following lienholder:

Clearfield County Tax Claim  
230 East Market Street  
Clearfield, PA 16830

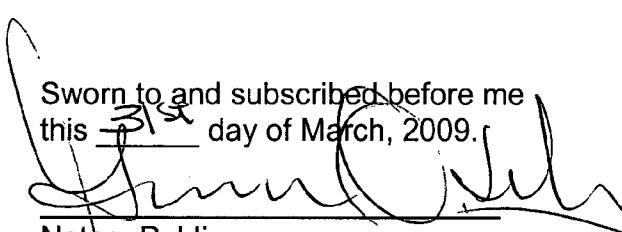
as evidenced by a copy of the Certificate of Mailing Postal Receipt attached hereto as Exhibit "B" and made a part hereof.

BURNS, WHITE & HICKTON, LLC

By: 

Edwin L. Edwards, Jr., Esquire  
Pa. ID No. 88623  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000  
Counsel for Plaintiff

Sworn to and subscribed before me  
this 31<sup>st</sup> day of March, 2009.

  
Notary Public

My Commission Expires 12/21/2011  
COMMONWEALTH OF PENNSYLVANIA

Notarial Seal  
Geraldine A. Viti, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Dec. 21, 2011  
Member, Pennsylvania Association of Notaries

**SENDER: COMPLETE THIS SECTION**

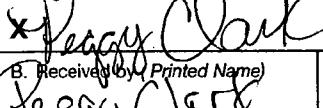
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Peggy Clark  
2315 Sylvan Grove Rd.  
Morrisdale PA 16858

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

 Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery  
3-9-09D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7007 2680 0003 0530 1068

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

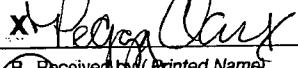
- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Kenneth Clark  
2315 Sylvan Grove Rd.  
Morrisdale PA 16858

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

 Agent  
 Addressee

B. Received by (Printed Name)

C. Date of Delivery  
3-9-09D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7007 2680 0003 0530 1075

75

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**EXHIBIT**

tabbies®

A



### Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS for mailing.  
This form may be used for domestic and international mail.

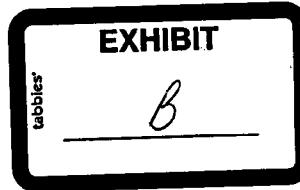
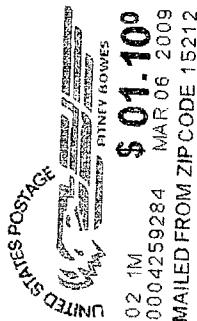
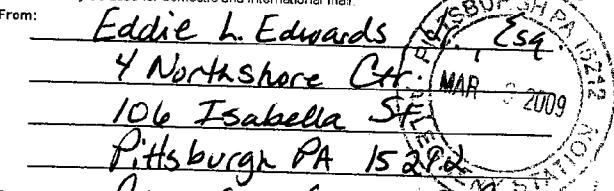
From:

Eddie L. Edwards Esq  
4 Northshore Ctr.  
106 Isabella St  
Pittsburgh PA 15292

To:

Clearfield County Tax Claim  
230 East Market St.  
Clearfield PA 16830

PS Form 3817, April 2007 PSN 7530-02-000-9065



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**AFFIDAVIT OF LAST KNOWN  
RESIDENCE**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

FILED NO  
m110.51/301 cc  
OCT 09 2009 610  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**NORTHERN HANCOCK BANK & TRUST COMPANY, a West Virginia corporation,** CIVIL ACTION No. 2008-1695-CD

**Plaintiff,**

KENNETH CLARK and PEGGY S.  
CLARK,

## Defendants.

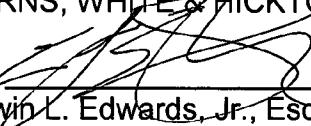
## **AFFIDAVIT OF LAST KNOWN RESIDENCE**

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Eddie L. Edwards, Jr., counsel for Northern Hancock Bank & Trust Company, who, being duly sworn according to law, deposes and says that he is authorized to make this Affidavit on behalf of the Plaintiff and that the name and last known address of Defendants in the judgment, Kenneth Clark and Peggy S. Clark, husband and wife, at the above

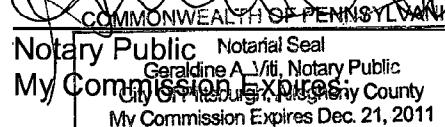
number and term, to the best of his knowledge and belief is 2375 Sylvan Grove Road, Morrisdale, PA 16858.

BURNS, WHITE & RICKTON, LLC

By: 

Edwin L. Edwards, Jr., Esquire  
Pa. ID No. 88623  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000  
Counsel for Plaintiff

Sworn to and subscribed before me  
this 10 day of October, 2009.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**AFFIDAVIT PURSUANT TO  
RULE 3129.1**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

FILED NO  
MIO.5401 CC  
OCT 09 2009  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation, No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**AFFIDAVIT PURSUANT TO RULE 3129.1**

Plaintiff, NORTHERN HANCOCK BANK & TRUST COMPANY, sets forth  
as of the date of the Praeclipe for Writ of Execution was filed the following  
information concerning the real property located at 2375 Sylvan Grove Road,  
Morrisdale, Clearfield County, Pennsylvania, 16858, described as follows:

ALL that certain piece or tract of land situate in Cooper  
Township, Clearfield County, Pennsylvania, bounded and  
described as follows:

BEGINNING at a point on the southern right of way line of  
Township Road T-727; said point being the northwestern corner of  
lands herein described; said point also being South 81 degrees 00  
minutes 00 seconds East a distance of 687.44 feet from a  $\frac{3}{4}$ " rebar  
(set) at the intersection of the southern right of way line of  
Township Road T-727 with the eastern right of way of Pennsylvania  
State Route SR-1011, said place of beginning being the  
northeastern corner of the parcel herein described and running:  
thence along the lands presently being conveyed to Kenneth Clark  
South 10 degrees (erroneously referred to as 01 degree in previous  
deed in the chain of title) 56 minutes 51 seconds West a distance of  
555.30 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the northern line  
of lands of now or formerly, River Hill Coal Company; thence along  
the northern line of lands of now or formerly River Hill Coal  
Company North 79 degrees 44 minutes 06 seconds West a

distance of 137.00 feet to a 3/4" rebar (set), said rebar being the southeast corner of Lot Number 3; thence through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 3 North 06 degrees 42 minutes 17 seconds East a distance of 218.27 feet to a 3/4" rebar (set), said rebar being the southeast corner of Lot Number 1; thence still through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 1, North 07 degrees 01 minutes 07 seconds East a distance of 331.85 feet to a 3/4" rebar (set), said rebar being on the southern right of way line of Township Road T-727; thence along the southern right of way line of Township Road T-727 South 81 degrees 00 minutes 00 seconds East a distance of 298.01 feet to a 3/4" rebar (set) and place of beginning. CONTAINING 2.93 acre as shown on map prepared by Curry and Associates dated August 25, 1995 and recorded in Clearfield County Map File #1 at Page 1206 on August 6, 1996.

TAX ID# 110-S7-72

BEING the same premises as vested unto the Borrowers herein by deed recorded in Clearfield County Deed Book 1789 Page 121.

1. Name and address of Owner(s) or Reputed Owner(s):

Kenneth Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

2. Name and address of Defendant(s) in the judgment:

Kenneth Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

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

Northern Hancock Bank & Trust 226 Washington Street  
Newel, WV 26050

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

Northern Hancock Bank & Trust 226 Washington Street  
Newell, WV 26050

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

Clearfield County Tax  
Claim Bureau 230 East Market Street  
Clearfield, PA 16830

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

Kenneth Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

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

Kenneth Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark 2375 Sylvan Grove Road  
Morrisdale, PA 16858

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

The foregoing Affidavit is given solely for the purpose of good faith compliance with Rule 3129 of the Pennsylvania Rules of Civil Procedure, as amended, and is not intended to constitute an abstract of the title to the

mortgaged premises, or to set forth the lien status of said property, and it may not be relied upon as such by any person seeking such information regarding the subject premises.

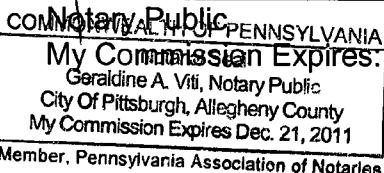
Dated October 7th, 2009.

**BURNS, WHITE & HICKTON, LLC**

By

Edwin L. Edwards, Jr., Esquire  
Pa. ID No. 88623  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000  
Counsel for Plaintiff

Sworn to and subscribed before me  
this 1st day of October, 2009.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**PRAECIPE FOR WRIT OF  
EXECUTION**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

5  
FILED  
M 10/20/2009 20.00  
OCT 15 2009

William A. Shaw  
Prothonotary/Clerk of Courts

I wait to  
Atty  
Atty

(60)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

**NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,**

## CIVIL ACTION

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK.

## Defendants.

## **PRAECIPE FOR WRIT OF EXECUTION**

TO: William A. Shaw, Prothonotary

Kindly enter writ of execution in the above matter:

Amount due \$ 64,838.93

Interest from  
November 26, 2008 \$ 1,826.71

Attorney's Fees \$ 1,232.50

Court Costs \$ 235.00

**TOTAL** \$ 68,133.14

155.00 Prothonotary costs

Respectfully submitted,

**BURNS, WHITE & HICKTON, LLC**

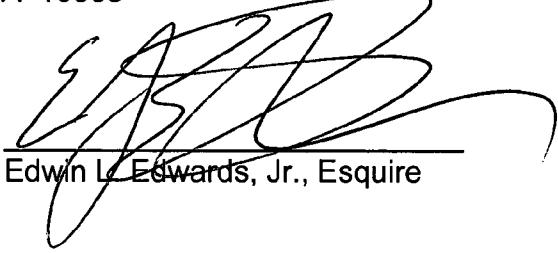
By:   
Edwin L. Edwards, Jr., Esquire  
Counsel for Plaintiff

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing **Praecipe for Writ of Execution** was served on all counsel of record by depositing a copy of same in the U.S. mail, postage prepaid, this 13th day of October, 2009, addressed as follows:

Kenneth Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

Peggy S. Clark  
2375 Sylvan Grove Road  
Morrisdale, PA 16858

  
Edwin L. Edwards, Jr., Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

**COPY**

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**WRIT OF EXECUTION**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

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

ALL that certain piece or tract of land situate in Cooper  
Township, Clearfield County, Pennsylvania, bounded and  
described as follows:

BEGINNING at a point on the southern right of way line of  
Township Road T-727; said point being the northwestern corner of  
lands herein described; said point also being South 81 degrees 00  
minutes 00 seconds East a distance of 687.44 feet from a  $\frac{3}{4}$ " rebar  
(set) at the intersection of the southern right of way line of  
Township Road T-727 with the eastern right of way of Pennsylvania  
State Route SR-1011, said place of beginning being the  
northeastern corner of the parcel herein described and running:  
thence along the lands presently being conveyed to Kenneth Clark  
South 10 degrees (erroneously referred to as 01 degree in previous  
deed in the chain of title) 56 minutes 51 seconds West a distance of  
555.30 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the northern line  
of lands of now or formerly, River Hill Coal Company; thence along  
the northern line of lands of now or formerly River Hill Coal

Company North 79 degrees 44 minutes 06 seconds West a distance of 137.00 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 3; thence through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 3 North 06 degrees 42 minutes 17 seconds East a distance of 218.27 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 1; thence still through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 1, North 07 degrees 01 minutes 07 seconds East a distance of 331.85 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the southern right of way line of Township Road T-727; thence along the southern right of way line of Township Road T-727 South 81 degrees 00 minutes 00 seconds East a distance of 298.01 feet to a  $\frac{3}{4}$ " rebar (set) and place of beginning. CONTAINING 2.93 acre as shown on map prepared by Curry and Associates dated August 25, 1995 and recorded in Clearfield County Map File #1 at Page 1206 on August 6, 1996.

TAX ID# 110-S7-72

BEING the same premises as vested unto the Borrowers herein by deed recorded in Clearfield County Deed Book 1789 Page 121.

Amount due \$64,838.93

Interest from  
November 26, 2008 \$ 1,826.71

Attorney's Fees \$ 1,232.50

Court Costs \$ 235.00

**TOTAL** \$68,133.14

155.00 Prothonotary costs

WILLIAM A. SHAW, PROTHONOTARY

  
(Deputy)

SEAL OF THE COURT

Date 10/15/09

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20936  
NO: 08-1695-CD

PLAINTIFF: NORTHERN HANCOCK BANK & TRUST COMPANY, A WEST VIRGINIA CORPORATION  
VS.  
DEFENDANT: KENNETH CLARK AND PEGGY S. CLARK

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 2/23/2009

LEVY TAKEN 3/10/2009 @ 3:03 PM

POSTED 3/10/2009 @ 3:30 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/22/2010

DATE DEED FILED **NOT SOLD**

FILED  
08:51 AM  
JAN 22 2010  
S  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

3/10/2009 @ 3:03 PM SERVED KENNETH CLARK

SERVED KENNETH CLARK, DEFENDANT, AT HIS RESIDENCE 2375 SYLVAN GROVE ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH CLARK

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

3/10/2009 @ 3:03 PM SERVED PEGGY S. CLARK

SERVED PEGGY S. CLARK, DEFENDANT, AT HER RESIDENCE 2375 SYLVAN GROVE ROAD, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO PEGGY CLARK

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

@ SERVED

NOW, JUNE 2, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CONTINUE THE SHERIFF SALE SCHEDULED FOR JUNE 5, 2009 TO JULY 10, 2009.

@ SERVED

NOW, JULY 7, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO POSTPONE THE SHERIFF SALE SCHEDULED FOR JULY 10, 2009 TO OCTOBER 2, 2009 DUE TO A BANKRUPTCY FILING.

@ SERVED

NOW, SEPTEMBER 22, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF'S ATTORNEY TO CANCEL THE SHERIFF SALE SCHEDULED FOR OCTOBER 2, 2009 DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20936

NO: 08-1695-CD

PLAINTIFF: NORTHERN HANCOCK BANK & TRUST COMPANY, A WEST VIRGINIA CORPORATION  
VS.

DEFENDANT: KENNETH CLARK AND PEGGY S. CLARK

Execution REAL ESTATE

SHERIFF RETURN

---

SHERIFF HAWKINS \$246.16

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

*Chester Hawkins*  
by Cynthia Bith - Aghenbael  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation,

No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

**WRIT OF EXECUTION**

Defendants.

Filed on behalf of Plaintiff:  
Northern Hancock Bank & Trust Company

Counsel of Record for This Party:

Edwin L. Edwards, Esquire  
Pa. ID No. 88623

BURNS, WHITE & HICKTON  
Firm No. 828  
Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212  
Telephone: (412) 995-3000

**JURY TRIAL DEMANDED**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,  
PENNSYLVANIA

CIVIL ACTION

NORTHERN HANCOCK BANK &  
TRUST COMPANY, a West Virginia  
corporation, No. 2008-1695-CD

Plaintiff,

KENNETH CLARK and PEGGY S.  
CLARK,

Defendants.

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF CLEARFIELD

To the Sheriff of Clearfield County:

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

ALL that certain piece or tract of land situate in Cooper Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point on the southern right of way line of Township Road T-727; said point being the northwestern corner of lands herein described; said point also being South 81 degrees 00 minutes 00 seconds East a distance of 687.44 feet from a  $\frac{3}{4}$ " rebar (set) at the intersection of the southern right of way line of Township Road T-727 with the eastern right of way of Pennsylvania State Route SR-1011, said place of beginning being the northeastern corner of the parcel herein described and running: thence along the lands presently being conveyed to Kenneth Clark South 10 degrees (erroneously referred to as 01 degree in previous deed in the chain of title) 56 minutes 51 seconds West a distance of 555.30 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the northern line of lands of now or formerly, River Hill Coal Company; thence along the northern line of lands of now or formerly River Hill Coal

Company North 79 degrees 44 minutes 06 seconds West a distance of 137.00 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 3; thence through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 3 North 06 degrees 42 minutes 17 seconds East a distance of 218.27 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being the southeast corner of Lot Number 1; thence still through lands of now or formerly Howard E. and Madeline Clark for a new line and along the eastern line of Lot Number 1, North 07 degrees 01 minutes 07 seconds East a distance of 331.85 feet to a  $\frac{3}{4}$ " rebar (set), said rebar being on the southern right of way line of Township Road T-727; thence along the southern right of way line of Township Road T-727 South 81 degrees 00 minutes 00 seconds East a distance of 298.01 feet to a  $\frac{3}{4}$ " rebar (set) and place of beginning. CONTAINING 2.93 acre as shown on map prepared by Curry and Associates dated August 25, 1995 and recorded in Clearfield County Map File #1 at Page 1206 on August 6, 1996.

TAX ID# 110-S7-72

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Amount due \$64,838.93

Interest from November 26, 2008 \$ 1,826.71

Attorney's Fees \$ 1,232.50

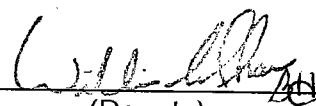
Court Costs \$ 235.00

**TOTAL** \$68,133.14

135.00 Prothonotary costs

WILLIAM A. SHAW, PROTHONOTARY

SEAL OF THE COURT

  
(Deputy)

Date 1/8/09

Received this writ this 23rd day  
of February A.D. 2009  
At 1:50 A.M./P.M.

Chester A. Hawkins  
Sheriff by Amber Button-Cayhulah

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME KENNETH CLARK NO. 08-1695-CD

NOW, January 21, 2010, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on October 02, 2009, I exposed the within described real estate of Kenneth Clark And Peggy S. Clark to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	14.30
LEVY	15.00
MILEAGE	14.30
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	7.56
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID/SETTLEMENT AMOUNT	
RETURNS/DEPUTIZE	
COPIES	15.00
	5.00
BILLING/PHONE/FAX	10.00
CONTINUED SALES	40.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$246.16</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	
REGISTER & RECORDER	
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$0.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	64,838.93
INTEREST @	0.00
FROM TO 10/02/2009	
ATTORNEY FEES	1,232.50
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	235.00
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	1,826.71
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$68,173.14</b>

**COSTS:**

ADVERTISING	610.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	246.16
LEGAL JOURNAL COSTS	324.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,455.91</b>

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

CHESTER A. HAWKINS, Sheriff



## BURNS, WHITE &amp; HICKTON

Eddie L. Edwards, Jr.  
Attorney at Law

(412) 995-3003  
eledwards@bwhlc.com

A LIMITED LIABILITY COMPANY  
ATTORNEYS AT LAW

Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212

(412) 995-3000 • FAX (412) 995-3300

June 2, 2009

**Via Facsimile (814)765-5915**

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

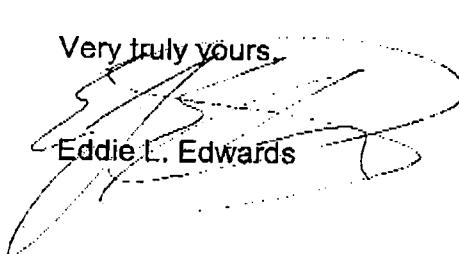
RE: Northern Hancock Bank & Trust Co. v. Clark  
Clearfield County Case No. 2008-1695-CD  
Our File No. 11275-183718

Dear Sheriff Hawkins:

Pursuant to recent developments in the above-referenced matter, Plaintiff, Northern Hancock Bank & Trust Co. would like a 30-day continuance of the Sheriff's Sale of the subject property. The Sale is currently scheduled for Friday, June 5, 2009, and Plaintiff would like to continue it until Friday, July 10, 2009.

If you have any questions or concerns with this request, please call. Thank you for your courtesy and cooperation in this matter.

Very truly yours,

  
Eddie L. Edwards

ELE/tlc  
cc: John Goryl, Esq.

502 Carnegie Center

Suite 103

Princeton, NJ 08540

(609) 987-0616 • FAX (609) 987-0070

100 Four Falls, Suite 515

1001 Conshohocken State Road

West Conshohocken, PA 19428

(484) 567-5700 • FAX (484) 567-5701

The Maxwell Centre

32-20th Street

Wheeling, WV 26003

(304) 233-9500 • FAX (304) 233-1363

The Brandywine Building

1000 N. West Street, Suite 1230

Wilmington, DE 19801

(302) 295-4921 • FAX (302) 295-4801



## BURNS, WHITE &amp; HICKTON

Eddie L. Edwards, Jr.  
Attorney at Law

(412) 995-3003  
eledwards@bwhlc.com

Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212

(412) 995-3000 • FAX (412) 995-3300

July 7, 2009

Via Facsimile (814)765-5915

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

RE: Northern Hancock Bank & Trust Co. v. Clark  
Clearfield County Case No. 2008-1695-CD  
Our File No. 11275-183718

Dear Sheriff Hawkins:

Pursuant to the recent bankruptcy filing by the Defendants in the above-referenced matter, Plaintiff, Northern Hancock Bank & Trust Co. would like to postpone the sale of the subject property. The Sale is currently scheduled for Friday, July 10, 2009, and Plaintiff would like to postpone it until Friday, October 2, 2009.

If you have any questions or concerns with this request, please call. Thank you for your courtesy and cooperation in this matter.

ELE/tlc  
cc: John R. Lhota, Esq.

Very truly yours,

Eddie L. Edwards



## BURNS, WHITE &amp; HICKTON

Eddie L. Edwards, Jr.  
Attorney at Law

(412) 995-3003  
eledwards@bwhllc.com

A LIMITED LIABILITY COMPANY  
ATTORNEYS AT LAW

Four Northshore Center  
106 Isabella Street  
Pittsburgh, PA 15212

(412) 995-3000 • FAX (412) 995-3300

September 22, 2009

**Via Facsimile (814)765-5915**

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

RE: Northern Hancock Bank & Trust Co. v. Clark  
Clearfield County Case No. 2008-1695-CD  
Our File No. 11275-183718

Dear Sheriff Hawkins:

In light of the ongoing bankruptcy proceedings in the above-referenced matter, Plaintiff, Northern Hancock Bank & Trust Co. is stayed from pursuing the Clark property through a Sheriff's Sale and would like to cancel the sale of the subject property currently scheduled for Friday, October 2, 2009 until further notice. Please forward all unused deposit funds to me, payable to Northern Hancock Bank & Trust Co.

If you have any questions or concerns with this request, please call. Thank you for your courtesy and cooperation in this matter.

Very truly yours,

Eddie L. Edwards

ELE/tlc

cc: John R. Lhota, Esq.

502 Carnegie Center  
Suite 103  
Princeton, NJ 08540  
(609) 987-0616 • FAX (609) 987-0070

100 Four Falls, Suite 515  
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