

08-1696-CD

Clfd B&T vs Leslie Johnson et al

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

VS

LESLIE PAUL JOHNSON AND DEBORAH  
LOUISE JOHNSON,

Defendants

No. 2008 - 1696 - CD

Type of Pleading: COMPLAINT

Filed on Behalf of: Plaintiff

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

**NOTICE TO DEFEND**

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

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

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

**FILED**

m 11:58a.m. GL  
SEP 10 2008

William A. Shaw  
Prothonotary/Clerk of Courts

ICC Atty  
2 Compl. SHFF

Atty PAID 95.00

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**COMPLAINT**

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

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

2. The Defendants are LESLIE P. JOHNSON AND DEBORAH L. JOHNSON, husband and wife, with a mailing address of 1390 Lee Runn Road, Mahaffey, Pennsylvania 15757, and a property address of RR1, Box 580, Mahaffey, Pennsylvania.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated January 8, 1998, in the principal amount of \$63,400.00 a copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is recorded at Clearfield County Volume 1899, Page 239 on January 8, 1998.

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

5. Pursuant to the terms of the said Mortgage, the Plaintiff advanced to the Defendants the sum of \$63,400.00 as set forth in Promissory Note dated January 8, 1998. A true and correct copy of the said Note is attached hereto marked Exhibit "C".

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

7. The Plaintiff has given the Defendants written Notice of Intention to Foreclose on the said Mortgage as well as the written Notice of Homeowners Emergency Assistance Act of 1983, both dated August 28, 2007, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

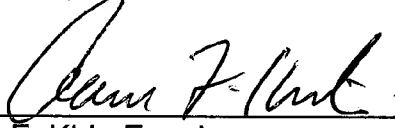
(a)	Principal Balance	\$ 4,271.85
(b)	Interest per diem of .93044	\$ 631.08
(c)	Late Charges	\$ 249.47
(d)	Satisfaction Fee	\$ 52.00
(e)	Attorney Collection Fee	\$ 750.00
	<b>FINAL TOTAL</b>	<b>\$ 5,954.40</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$5,954.40** plus interest at 7.95% plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.

Date: August 15, 2008

  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

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Respectfully submitted,

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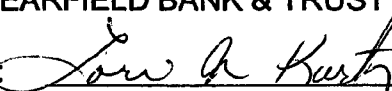
  
\_\_\_\_\_  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

**VERIFICATION**

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

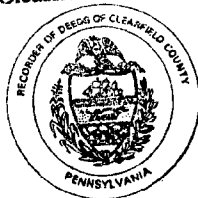
CLEARFIELD BANK & TRUST COMPANY

By:



Lori A. Kurtz, Assistant Vice President and  
Collection Manager

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

VOL 1899 PAGE 239

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 1:28pm 1-8-98

BY R.D. Starck

FEES 21.50

Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 8, 1998. The mortgagor is LESLIE PAUL JOHNSON & DEBORAH LOUISE JOHNSON, husband and wife ("Borrower"). This Security Instrument is given to CLEARFIELD BANK & TRUST CO., which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is 11 N. Second St., P.O. Box 171, Clearfield, Pennsylvania 16830 ("Lender"). Borrower owes Lender the principal sum of Sixty-three Thousand Four Hundred and 00/100 Dollars (U.S. \$ 63,400.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 8, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) 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 Clearfield County, Pennsylvania:

SEE LEGAL DESCRIPTION ATTACHED HERETO.

which has the address of R.R. #1, Box 580 Mahaffey, Pennsylvania 15757 ("Property Address");  
[Street] [City] [Zip Code]

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 seized 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 and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require

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

Form 3039 (9/90) (page 1 of 4 pages)

EXHIBIT

*4*



LEGAL DESCRIPTION

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

**BEGINNING** at an iron pin on the North right-of-way line of Township Road Route No. T-460, said iron pin being North 7 degrees 04 minutes East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76 degrees 53 minutes West for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62 degrees 19 minutes West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34 degrees 18 minutes West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement, and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7 degrees 04 minutes East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line, South 82 degrees 56 minutes East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7 degrees 04 minutes West for a distance of two hundred twenty-five and four tenths (225.4) feet to iron pin and place of beginning. Containing in all 1.05 acres.

**BEING** the same premises as was conveyed to Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, by Deed of Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, dated June 13, 1978 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 762, Page 243.

**Environmental Hazards.**

Borrower agrees that Borrower:

1. Shall not generate, transfer, store, dispose of, or permit or suffer to be generated, transferred, stored or disposed of hazardous or toxic waste in, upon, or under the Property except in strict accordance with federal and Pennsylvania laws, rules, regulations and permits; and,
2. Shall reimburse the Lender on demand, for all costs expended by the Lender or which the Lender is required to pay to any governmental agency or otherwise for environmental audits, studies, inspections, cleanup, removal, or transportation with respect to or from the Property of hazardous or toxic wastes;
3. Borrower provides Lender access to the property at all times to perform its due diligence;
4. Shall not discharge or release or permit or suffer to be discharged or released hazardous or toxic substances in, upon, or under any land or soil which is included in the Property in such a way that such substances become discharged or released upon any such land or soil;
5. Shall comply with all orders or decrees now or hereafter issued by any federal, state or local governmental agency concerning the generation, transfer, storage or disposal of hazardous or toxic substances or the discharge or release of the same in, on, under or from the Property or requiring the cleanup or elimination of hazardous or toxic substances in, upon, under, or from the Property;
6. Shall promptly reimburse any federal or state governmental agency which has expended funds or incurred costs or expenses for environmental audit, study or inspection of the Property or for cleanup, removal or elimination of hazardous or toxic substances in, upon or under the Property;
7. Where permits are issued or required by any federal or state agency related to or with respect to the Property, the Borrower shall submit annual reports to the Lender showing compliance with such permits; and,
8. Shall report or submit to the Lender promptly: (a) any request received by the Borrower for information, inquiry, investigation, notice or violation, administrative order, penalty assessment, suit, or directive from any federal, state or local agency concerning the Property and toxic or hazardous substances, environmental pollution, health risk or safety risk at the Property, and (b) notice of any suit brought by any person or entity alleging any environmental damage or threat, nuisance, non-compliance or health or safety risk related to the Property.
9. Any violation authorizes Lender to cancel any commitment to advance funds under any note secured by this mortgage, to accelerate any amounts outstanding on this note, or any other note, or allow for foreclosure to be instituted immediately.

# **BIWEEKLY PAYMENT RIDER** (Fixed Rate)

THIS BIWEEKLY PAYMENT RIDER is made this 8th day of January, 1998 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830 (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

R.R. #1, Box 580, Mahaffey, PA 15757

[Property Address]

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

## **A. BIWEEKLY PAYMENTS**

The Note provides for the Borrower's biweekly loan payments, and the termination of the Borrower's right to make the biweekly payments, as follows:

## **3. PAYMENTS**

### **(A) Time and Place of Payments**

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on January 22, 1998. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly or any monthly payments will be applied to interest before principal.

I will make my biweekly or any monthly payments at any office of Clearfield Bank & Trust Co. or at a different place if required by the Note Holder.

### **(B) Amount of Biweekly Payments**

My biweekly payment will be in the amount of U.S. \$383.77

### **(C) Manner of Payment**

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

## **4. TERM**

If I make all my biweekly payments on time, and pay all other amounts owed under this Note, I will repay my loan in full on November 16, 2006. If, on January 8, 2008, [insert applicable 15-, 20- or 30-year maturity date based on a monthly repayment schedule] I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

5. [omitted]

6. [omitted]

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

VOL 1889 PAGE 243

If the Note Holder has not received the full amount of any biweekly or monthly payment by the end of ...15... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ...5... % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each biweekly or monthly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

(C) Termination of Biweekly Payments

If I am in default for three consecutive biweekly payments, the Note Holder may terminate my right to make biweekly payments under this Note. If the Note Holder terminates my biweekly payments, I will instead pay all amounts owed under this Note by making one payment each month on the first day of the month.

The Note Holder will determine the amount of my monthly payment by calculating the amount that would be sufficient to repay all amounts owed under this Note in full on the Maturity Date in substantially equal payments. Beginning with the first day of the month after the month in which I am given notice of termination, I will pay the new amount as my monthly payment until the Maturity Date.



B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

1. Until Borrower's right to make biweekly payments is terminated under the conditions stated in Section A of this Biweekly Payment Rider, the Security Instrument is amended as follows:

- (a) The word "monthly" is changed to "biweekly" in the Security Instrument wherever "monthly" appears.
- (b) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the word "twelve" is changed to "twenty-six."

2. If Lender terminates Borrower's right to make biweekly payments under the conditions stated in Section A of this Biweekly Payment Rider, the amendments to the Security Instrument contained in Section B 1 above shall then cease to be in effect, and the provisions of the Security Instrument shall instead be in effect without the amendments stated in this Biweekly Payment Rider.

By SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

 (Seal)  
LESLIE PAUL JOHNSON  
-Borrower  
 (Seal)  
DEBORAH LOUISE JOHNSON  
-Borrower

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or 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 floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, 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 approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the 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 condemnor offers to make an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. 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 any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument 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 under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.

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

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this 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.

**18. Borrower's Right to Reinstatement.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns, or is notified by any governmental or regulatory authority, 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.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. 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 paragraph 17 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 paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

**22. 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 without charge to Borrower. Borrower shall pay any recordation costs.

**23. 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.

**24. Reinstatement Period.** Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

**25. 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.

**26. 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.

**27. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

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

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

Witnesses:

..... (Seal)  
LESLIE PAUL JOHNSON — Borrower

..... (Seal)  
DEBORAH LOUISE JOHNSON — Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:  
On this, the 8th day of January, 19 97, before me, a Notary Public  
the undersigned officer, personally appeared Leslie Paul & Deborah Louise Johnson, known to me (or satisfactorily proven) to be the person(s)  
whose name(s) are subscribed to the within instrument and acknowledged that they  
executed the same for the purposes herein contained.  
IN WITNESS WHEREOF, I hereunto set my hand and official seal.  
My Commission expires: 7

NOTARIAL SEAL  
JENNIFER A. CUTLER, Notary Public  
Clearfield Borough, Clearfield County  
My Commission Expires June 17, 1999

I hereby certify that the precise address of the within Mortgagee (Lender) is

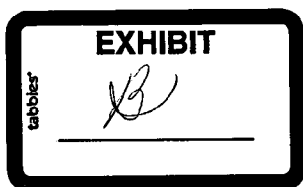
.....  
JENNIFER A. CUTLER  
Notary Public  
Title of Officer  
11 N. Second St., P.O. Box 171, Clearfield, PA 1683  
.....  
Title of Officer  
R. Denning Gearhart, Esq.

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

**BEGINNING** at an iron pin on the North right-of-way line of Township Road Route No. T-460 said iron pin being North 7° 04" East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76° 53" West for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62° 19" West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34° 18" West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7° 04" East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line South 82° 56" East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7° 04" West for a distance of two hundred twenty-five and four tenths (225.4) feet to an iron pin and place of beginning.

**CONTAINING** in all 1.05 acres.

**BEING** the same premises as conveyed to Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, by Deed of Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, dated June 13, 1978 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 762, Page 243.





above, the Note Holder will still have the right to do so if I am in default at a later time.

**(F) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.


**11. UNIFORM SECURED NOTE**

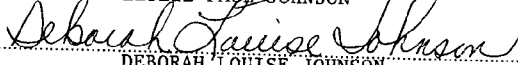
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this 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.

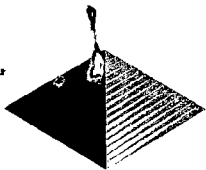
WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
..... (Seal)  
LESLIE PAUL JOHNSON  
-Borrower

  
..... (Seal)  
DEBORAH LOUISE JOHNSON  
-Borrower

..... (Seal)  
-Borrower

[Sign Original Only]



CLEARFIELD BANK  
&  
TRUST COMPANY

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

## ACT 91 NOTICE

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

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

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

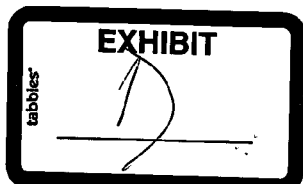
This Notice explains how the program works.

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

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

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

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



HOMEOWNER'S NAME(S): Leslie P. Johnson  
Deborah L. Johnson

MAILING ADDRESS: 1390 Lee Run Road  
Mahaffey, PA 15757

ACCT. NO.: 2078834

ORIGINAL LENDER: Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company

DATE: August 28, 2007

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which**

the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Residence, RD 1 Box 580, Mahaffey, PA 15757

**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:

Bi-Weekly payments due for June 2006 through November 2006 principal due: \$4,227.56

Secondary Interest: \$338.52, Escrow due: \$2,376.64 = \$6,942.72

Late or Other Charges (explain/itemize): \$249.47

**TOTAL AMOUNT PAST DUE: \$7,192.19**

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the Date of this Notice by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$7,192.19, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

---

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If your have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set**

forth in this Notice will restore your mortgage to the same position as if you had never defaulted.

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

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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

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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



3 4 5 6

- 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:

Deborah L. Johnson  
1390 Lee Run Rd.  
Mahafey, PA 15757

A. Signature ☐ Agent ☐ Addressee

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

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

- 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:

Leslie P. Johnson  
1390 Lee Run Rd.  
Mahafey, PA 15757

A. Signature ☐ Agent ☐ Addressee

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

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

☐ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

3. Service Type

☐ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

Article Number  
(Transfer from service label)

7006 3450 0003 9550 4317

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

2. Article Number  
(Transfer from service label)

7006 3450 0003 9550 4270

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-11

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$

Postmark Here

JBD

U.S. Postal Service  
CERTIFIED MAIL RECEIPT  
(Domestic Mail Only; No Insurance Coverage Provided)

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

OFFICIAL USE

Postage \$

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$

Postmark Here

JBD

7006 3450 0003 9550 4317

7006 3450 0003 9550 4270

Sent To Deborah L. Johnson  
Street, Apt. No., or PO Box No. 1390 Lee Run Rd.  
City, State, ZIP+4 Mahafey, PA 15757

Sent To Leslie P. Johnson  
Street, Apt. No., or PO Box No. 1390 Lee Run Rd.  
City, State, ZIP+4 Mahafey, PA 15757

PS Form 3800, August 2006

See Reverse for Instructions

PS Form 3800, August 2006

See Fee

- 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:

Leslie P. Johnson  
 1390 Lee Run Rd.  
 Mahaffey, PA 15757

A. Signature Leslie P. Johnson  
☐ Agent  
☐ Addressee  
 B. Received by (Printed Name) Leslie P. Johnson  
 C. Date of Delivery 8/30/07

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) **7006 3450 0003 9550 4287**

PS Form 3811, February 2004 Domestic Return Receipt

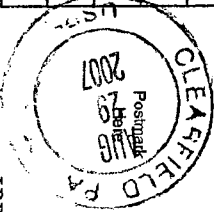
102595-02-M-1540

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

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

**OFFICIAL USE**

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



JBD

Sent to Deborah L. Johnson  
 Street, Apt. No. 1390 Lee Run Rd.  
 or PO Box No.  
 City, State, ZIP+4<sup>®</sup> Mahaffey, PA 15757

PS Form 3800, August 2006 See Reverse for Instructions

7006 3450 0003 9550 4331

- 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:

Deborah L. Johnson  
 1390 Lee Run Rd.  
 Mahaffey, PA 15757

A. Signature Deborah L. Johnson  
☐ Agent  
☐ Addressee  
 B. Received by (Printed Name) Deborah L. Johnson  
 C. Date of Delivery 8-31-07

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) **7006 3450 0003 9550 4331**

PS Form 3811, February 2004 Domestic Return Receipt

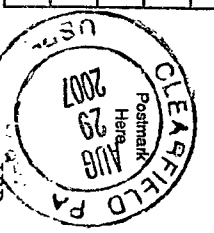
102595-02-M-1540

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>®</sup> RECEIPT**  
 (Domestic Mail Only: No Insurance Coverage Provided)

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

**OFFICIAL USE**

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

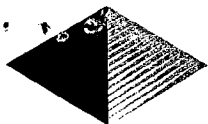


JBD

Sent to Leslie P. Johnson  
 Street, Apt. No. 1390 Lee Run Rd.  
 or PO Box No.  
 City, State, ZIP+4<sup>®</sup> Mahaffey, PA 15757

PS Form 3800, August 2006 See Reverse for Instructions

7006 3450 0003 9550 4287



CLEARFIELD BANK  
&  
TRUST COMPANY

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

## ACT 91 NOTICE

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

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

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

This Notice explains how the program works.

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

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

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

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

**HOMEOWNER'S NAME(S):** Leslie P. Johnson  
Deborah L. Johnson

**MAILING ADDRESS:** 1390 Lee Run Road  
Mahaffey, PA 15757

**ACCT. NO.:** 501833

**ORIGINAL LENDER:** Clearfield Bank & Trust Company

**CURRENT LENDER/SERVICER:** Clearfield Bank & Trust Company

**DATE:** August 28, 2007

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

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

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

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

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

**CONSUMER CREDIT COUNSELING AGENCIES** --- If you meet with one of the consumer credit counseling agencies listed at the end of this notice, the lender may NOT take action against you for thirty (30) days after the date of this meeting. **The names, addresses and telephone numbers of designated consumer credit counseling agencies for the county in which**

the property is located are set forth at the end of this Notice. It is only necessary to schedule one face-to-face meeting. Advise your lender immediately of your intentions.

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

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

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

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

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

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

**NATURE OF THE DEFAULT** --- The MORTGAGE debt held by the above lender on your property located at Residence, RD 1 Box 580, Mahaffey, PA 15757

**IS SERIOUSLY IN DEFAULT because:**

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

Monthly payments due for 2006: July (\$753.02), August (\$412.29), September (\$406.60), October (\$413.15), November (\$229.84), December (\$221.66). 2007: January (\$222.02), February (\$221.76), March (\$221.50), April (\$223.07), May (\$221.87), June (\$222.54), July (\$223.65), August (\$222.46) = \$4,215.43

Late or Other Charges (explain/itemize): N/A

**TOTAL AMOUNT PAST DUE: \$4,215.43**

---

B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION:

N/A

---

**HOW TO CURE THE DEFAULT** --- You may cure the default within THIRTY (30) DAYS of the **Date of this Notice** by **PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER**, WHICH IS \$4,215.43, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

N/A

---

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** --- If your have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or

other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this Notice will restore your mortgage to the same position as if you had never defaulted.**

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

**HOW TO CONTACT THE LENDER:**

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

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

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

**YOU MAY ALSO HAVE THE RIGHT:**

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

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

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



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

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

\* TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1950

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1696-CD

CLEARFIELD BANK & TRUST COMPANY

vs

SERVICE # 1 OF 2

LESLIE PAUL JOHNSON and DEBORAH LOUISE JOHNSON

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/10/2008

HEARING:

PAGE: 104640

DEFENDANT:

LESLIE P. JOHNSON

ADDRESS:

1390 LEE RUNN ROAD  
MAHAFFEY, PA 15757

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

9/22/08  
SEP 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 9-18-08 AT 8:54 AM PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON LESLIE P. JOHNSON, DEFENDANT

BY HANDING TO Deborah Johnson, Wife

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

ADDRESS SERVED 1390 Lee Runn Rd.  
MahaFFEY, PA 15757

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR LESLIE P. JOHNSON

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

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

I MAKE RETURN OF **NOT FOUND** AS TO LESLIE P. JOHNSON

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

JAMES E. DAVIS  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1696-CD

CLEARFIELD BANK & TRUST COMPANY

vs

SERVICE # 2 OF 2

LESLIE PAUL JOHNSON and DEBORAH LOUISE JOHNSON

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/10/2008

HEARING:

PAGE: 104640

DEFENDANT: DEBORAH LOUISE JOHNSON

ADDRESS: 1390 LEE RUNN ROAD  
MAHAFFEY, PA 15757

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

FILED

09:25 AM  
SEP 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 9-18-08 AT 8:54 AM/PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON DEBORAH LOUISE JOHNSON, DEFENDANT

BY HANDING TO Deborah Johnson, Def

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

ADDRESS SERVED 1390 Lee Runn Rd.  
MahaFFEY, PA 15757

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR DEBORAH LOUISE JOHNSON

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

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

I MAKE RETURN OF **NOT FOUND** AS TO DEBORAH LOUISE JOHNSON

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

James E. Davis  
Deputy Signature

James E. Davis  
Print Deputy Name

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

**FILED** *Any pd-20.00*  
*m/2:47:00* *ICC Notice*  
NOV 07 2008 *to Def.*

*S* William A. Shaw *Statement to*  
Prothonotary/Clerk of Courts *Any*  
*GD*

CLEARFIELD BANK & TRUST  
COMPANY,

No. 2008-1696-CD

Plaintiff

Type of Pleading: ENTRY OF  
JUDGMENT

VS

Filed on Behalf of: Plaintiff

LESLIE PAUL JOHNSON AND DEBORAH  
LOUISE JOHNSON,

Defendants

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

**PRAECIPE FOR ENTRY OF DEFAULT JUDGMENT**

TO PROTHONOTARY OF CLEARFIELD COUNTY:

Please enter Default Judgment in the amount of **FIVE THOUSAND NINE HUNDRED FIFTY-FOUR AND 40/100(\$5,954.40) DOLLARS** together with interest and costs of this suit on the above-captioned Defendants due to the Defendants' failure to enter an appearance or file an Answer within the allotted twenty (20) day limit.

Date: **November 4, 2008**

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

By *Alan F. Kirk*

Alan F. Kirk, Esquire  
Attorney for the Plaintiff

I hereby certify that a written notice of the intention to file a Praecipe for Default Judgment was sent certified mail, return receipt requested and First Class U.S. Mail to the Defendants, **Leslie Paul Johnson and Deborah Louise Johnson on October 20, 2008**, at least ten (10) days prior to the filing of the within Praecipe. Copies of the aforesaid Notice are attached hereto, made a part hereof and incorporated herein by reference.

Date: **November 4, 2008**

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

By *Alan F. Kirk*

Alan F. Kirk, Esquire  
Attorney for the Plaintiff

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

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

LESLIE PAUL JOHNSON AND DEBORAH  
LOUISE JOHNSON,

Defendants

NO. 2008-1696

Type of Pleading: 10 Day Notice

Filed On Behalf Of: Plaintiff

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

**IMPORTANT NOTICE**

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

Date: October 20, 2008

PROTHONOTARY  
CLEARFIELD COUNTY COURTHOUSE  
230 E. MARKET STREET  
CLEARFIELD, PA 16830  
Telephone: (814) 765.2641

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.

By: 

Alan F. Kirk, Esquire  
Attorney for the Plaintiff

- Leslie Paul Johnson -via Certified Mail #7005 1820 0001 9591 0730, RRR and First Class U.S. Mail
- Deborah Louise Johnson- via Certified Mail #7005 1820 0001 9591 0747, RRR and First Class U.S. Mail

7005 1820 0001 9591 0747

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 4.70
Certified Fee	0.70
Return Receipt Fee (Endorsement Required)	0.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.00
Sent To: <i>William Howard Johnson</i> Street, Apt. No., or PO Box No. <i>1390 Lee Run Road</i> City, State, ZIP+4 <i>Monroeville PA 15157</i>	
PS Form 3800, June 2002 See Reverse for Instructions	

7005 1820 0001 9591 0730

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b>	
Postage	\$ 4.70
Certified Fee	0.70
Return Receipt Fee (Endorsement Required)	0.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.00
Sent To: <i>Leatrice Paul Johnson</i> Street, Apt. No., or PO Box No. <i>1390 Lee Run Road</i> City, State, ZIP+4 <i>Monroeville PA 15157</i>	
PS Form 3800, June 2002 See Reverse for Instructions	



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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

No. 2008-1696

Type of Pleading: ENTRY OF  
JUDGMENT

vs

Filed on Behalf of: Plaintiff

LESLIE PAUL JOHNSON AND DEBORAH  
LOUISE JOHNSON,

Defendants

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


**TO PROTHONOTARY OF CLEARFIELD COUNTY:**

Please Enter Judgment against the above-named **DEFENDANTS, LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON**, pursuant to the enclosed Certificate of Judgment of **Clearfield County Docket No. 08-1696-CD** in the principal amount of **\$5,954.40** together with interest and costs of suit.

Date: **November 4, 2008**

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

By



Alan F. Kirk, Esquire  
Attorney for the Plaintiff

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

copy

CLEARFIELD BANK & TRUST  
COMPANY,

No. 2008-1696-CD

Plaintiff

Type of Pleading: ENTRY OF  
JUDGMENT

vs

Filed on Behalf of: Plaintiff

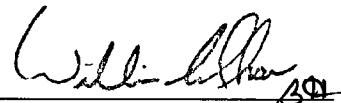
LESLIE PAUL JOHNSON AND DEBORAH  
LOUISE JOHNSON,

Defendants

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

TO: LESLIE PAUL JOHNSON  
1390 LEE RUNN ROAD  
MAHAFFEY, PA 15757

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 5,954.40 on November 7,  
2008.

  
\_\_\_\_\_, Prothonotary

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

No. 2008-1696-CD

Type of Pleading: ENTRY OF  
JUDGMENT

vs

Filed on Behalf of: Plaintiff

LESLIE PAUL JOHNSON AND DEBORAH  
LOUISE JOHNSON,

Defendants

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

TO: DEBORAH LOUISE JOHNSON  
1390 LEE RUNN ROAD  
MAHAFFEY, PA 15757

Notice is given that a JUDGMENT in the above-captioned matter has been entered  
against you in the amount of \$ 5,954.40 on November 7,  
2008.

, Prothonotary

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

Clearfield Bank & Trust Company  
Plaintiff(s)

No.: 2008-01696-CD

Real Debt: \$5,954.40

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Leslie Paul Johnson  
Deborah Louise Johnson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: November 7, 2008

Expires: November 7, 2013

Certified from the record this 7th day of November, 2008.



William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104640  
NO: 08-1696-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY  
VS.  
DEFENDANT: LESLIE PAUL JOHNSON and DEBORAH LOUISE JOHNSON

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ	2644	20.00
SHERIFF HAWKINS	BCCZ	2644	50.16

<sup>S</sup> FILED  
10/3/08  
10/10/08 20:00  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff

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

FILED  
m/1:25/09 20.00  
MAR 24 2009 200906

William A. Shaw  
Prothonotary/Clerk of Courts  
Writs w/  
Prop.  
Clerk to Shff  
Cil

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 2008-1696-CD

Plaintiff

Type of Pleading: PRAECIPE FOR WRIT  
OF EXECUTION

vs.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON

Filed on behalf of: Plaintiff

Defendants

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

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY OF CLEARFIELD COUNTY

Issue writ of execution in the above matter,

Amount due: **\$5,954.40**

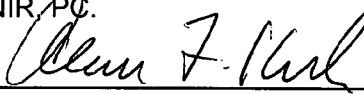
Plus continuing interest on the principal balance from November 7, 2008, plus costs and attorneys fees.

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

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

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

BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.



Alan F. Kirk, Esquire  
Attorney for Plaintiff

Dated: 3-18-09

### **Exhibit "A"**

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

**BEGINNING** at an iron pin on the North right-of-way line of Township Road Route No. T-460 said iron pin being North 7° 04" East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76° 53" West for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62° 19" West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34° 18" West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7° 04" East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line South 82° 56" East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7° 04" West for a distance of two hundred twenty-five and four tenths (225.4) feet to an iron pin and place of beginning.

**CONTAINING** in all 1.05 acres.

**BEING** the same premises as conveyed to Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, by Deed of Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, dated June 13, 1978 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 762, Page 243.

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

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON,

Defendants

NO. 2008-1696-CD

Type of Pleading: WRIT OF EXECUTION

Filed On Behalf Of: Plaintiff

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

WRIT OF EXECUTION  
NOTICE

TO: **Leslie Paul Johnson and  
Deborah Louise Johnson  
RR1, Box 580  
Mahaffey, PA 15757**

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

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

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

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

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

Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765.2641



## MAJOR EXEMPTIONS UNDER PENNSYLVANIA AND FEDERAL LAW

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

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 2008-1696-CD

Plaintiff

v.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON

Defendants

**Claim for Exemption**

To the Sheriff of Clearfield County:

We, the above named Defendants, **LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON**, claim exemption of property from levy or attachment:

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

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

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

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

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

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

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

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

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

I request a prompt court hearing to determine the exemption. Notice of the hearing should be given to me at : \_\_\_\_\_

(address)

(phone number)

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

Date:

\_\_\_\_\_  
\_\_\_\_\_

**THIS CLAIM TO BE FILED WITH THE OFFICE OF**  
**THE SHERIFF OF CLEARFIELD COUNTY:**  
**CLEARFIELD COUNTY COURTHOUSE**  
**(814)765.2641**

**EXHIBIT "B":**

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**MAILING ADDRESS:**      **LESLIE PAUL JOHNSON & DEBORAH L. JOHNSON**  
1390 LEE RUNN ROAD  
MAHAFFEY, PA 15757

**PROPERTY ADDRESS:**   **RR1, BOX 580**  
MAHAFFEY, PA 15757

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

**MAILING ADDRESS:**      **LESLIE PAUL JOHNSON & DEBORAH L. JOHNSON**  
1390 LEE RUNN ROAD  
MAHAFFEY, PA 15757

**PROPERTY ADDRESS:**   **RR1, BOX 580**  
MAHAFFEY, PA 15757

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

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

**CACH, LLC.**  
370 17<sup>TH</sup> STREET  
SUITE 5000  
DENVER, CO 80202

**WILLIAM G. SATTERLEE & SONS, INC.  
12475 ROUTE 119 HWY NORTH  
ROCHESTER MILLS, PA 15771**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF COMPLIANCE  
P.O. BOX 280948  
HARRISBURG, PA 17128**

**DISCOVER BANK  
C/O JAMES C. WARMBRODT, ESQUIRE  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 SEVENTH AVENUE, SUITE 2718  
PITTSBURGH, PA 15219**

**PUBLIC CREDIT, LLC.  
RD2, BOX 200  
BROCKWAY, PA 15824**

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

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

**CSB BANK  
CURWENSVILLE OFFICE  
434 STATE STREET  
P.O. BOX 29  
CURWENSVILLE, PA 16833**

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

**NONE**

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

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

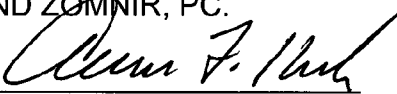
7. Name and address of every other person of whom the plaintiff has knowledge who has any interest in the property which may be affected by the sale:

**NONE**

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

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.

Date: 3-6-9



Alan F. Kirk, Esquire  
Attorney for Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 2008-1696-CD

V.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON

Defendants

Filed on Behalf of: Plaintiff

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

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the  
on \_\_\_\_\_, 2009 at \_\_\_\_\_ a.m., prevailing time.

**TERMS OF SALE**

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

**NOTICE**

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

CHESTER A. HAWKINS, SHERIFF

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

COPY

Clearfield Bank & Trust Company

Vs.

NO.: 2008-01696-CD

Leslie Paul Johnson and Deborah Louise Johnson

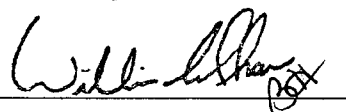
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

- (1) See Attached Description

AMOUNT DUE/PRINCIPAL: \$5,954.40  
INTEREST FROM November 7, 2008:  
ATTY'S COMM: \$  
DATE: 3/24/2009

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

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

\_\_\_\_\_  
Sheriff

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



### **Exhibit "A"**

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

**BEGINNING** at an iron pin on the North right-of-way line of Township Road Route No. T-460 said iron pin being North 7° 04" East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76° 53" West for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62° 19" West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34° 18" West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7° 04" East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line South 82° 56" East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7° 04" West for a distance of two hundred twenty-five and four tenths (225.4) feet to an iron pin and place of beginning.

**CONTAINING** in all 1.05 acres.

**BEING** the same premises as conveyed to Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, by Deed of Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, dated June 13, 1978 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 762, Page 243.

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

5  
**FILED** ICC AM  
m/10:48am Kirk  
MAY 22 2009  
(15)

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON,

Defendants

NO. 2008-1696-CD William A. Shaw  
Prothonotary/Clerk of Courts

Type of Pleading: Affidavit

Filed On Behalf Of: Plaintiff

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

**AFFIDAVIT PURSUANT TO RULE 3129**

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

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

Date:

5/14/09

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

By:



Alan F. Kirk, Esquire  
Attorney for Plaintiff

Exhibit "A"

ALL that certain piece or parcel of land situate in the Township of Graham, County of Clearfield and State of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin corner of the intersection of the East Right-of-Way line of Township Route T-682, and the South Right-of-Way line of State Highway Legislative Route 17113 leading from Allport to Bigler; said Right-of-Way lines are sixteen and five-tenths (16.5') feet from the centerline thereof; thence along the Right-of-Way line of Route 17113 South sixty-one (61°) degrees fifty-five (55') minutes East one hundred fifty-two and five-tenths (152.5') feet to an iron pin corner of Lot No. 3, now or formerly lands of the Grantors, Norman G. and Bernice A. Shimel; thence along said Lot No. 3 South ten (10°) degrees forty-three (43') minutes West two hundred sixty-five (265') feet to an iron pin corner on lines of lands of W. Leslie and Verna M. Goss; thence along said Goss lands North sixty-one (61°) Degrees Fifty-five (55') minutes West one hundred fifty-five and eight-tenths (155.8') feet to an iron pin corner of said Goss lot and the Right-of-Way line North eight (8°) degrees fifty-four (54') minutes East two hundred fourteen and eight-tenths (214.8') feet to an iron pin corner; thence still by said Right-of-Way line North twenty-three (23°) degrees five (5') minutes East fifty (50') feet to an iron pin corner and place of beginning. CONTAINING 0.89 acres, more or less.

BEING the same premises granted and conveyed unto Yancey H. Lauder and Dora S. Lauder, husband and wife, by deed of David Allen Tutokey et. ux. dated September 30, 1999, and entered for record in the office of the Recorder of Deeds of Clearfield County, Pennsylvania, as Instrument No. 199916292.

TOGETHER with a certain 1979 Dupont Mobile Home, VIN #9225 which is permanently affixed to the real estate, the title to which has been cancelled in accordance with the Act known as the Mobile Home Titling Act, Act of July 25, 1977, P.L. 95, No. 35, §10, 68 P.S. 1010.

UNDER AND SUBJECT NEVERTHELESS to all exceptions, reservations, conditions and restrictions as contained in prior deeds in the chain of title.

SEIZED, taken in execution to be sold as the property of YANCEY H. LAUDER AND DORA LAUDER, at the suit of CLEARFIELD BANK AND TRUST COMPANY.  
JUDGMENT NO. 08-350-CD

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

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

YANCEY H. LAUDER AND DORA S.  
LAUDER,

Defendants

NO. 08-350-CD

Type of Pleading: Affidavit of  
Service

Filed On Behalf Of: Plaintiff

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

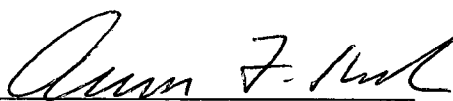
**AFFIDAVIT OF SERVICE**

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 4th day of **May, 2009**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

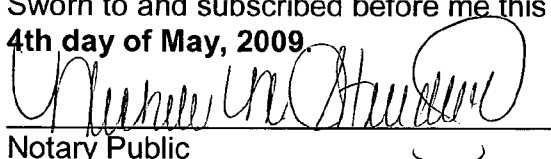
Copies of the letter and certificates of mailing are also attached hereto, made a part hereof and marked as Exhibit "B".

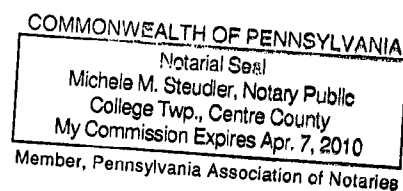
BABST, CALLAND, CLEMENTS,  
AND ZOMNIR, P.C.

By:

  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
**4th day of May, 2009**

  
Notary Public



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

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

YANCEY H. LAUDER AND DORA S.  
LAUDER,

Defendants

NO. 08-350-CD

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

DATE: MAY 4, 2009

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

OWNER(S): YANCEY H. LAUDER AND DORA S. LAUDER

**ADDRESS OF PROPERTY**

TO BE SOLD: RR1, BOX 634, MORRISDALE, PA 16858

The above-captioned property is scheduled to be sold at **Clearfield County Sheriff Sale on Friday, June 5, 2009, at 10:00 a.m. in the Sheriff's Office in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830.**

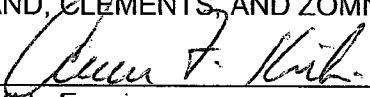
Our records indicate that you may hold a mortgage(s) or judgment(s) and lien(s) on, and/or other interests in the property which will be extinguished by the Sale. You may wish to attend the sale to protect your interests.

The property to be sold is delineated in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the property, if any, as more fully described on Exhibit "A" attached hereto.

For information regarding the Terms of Sale and Schedule of Distribution, please see the Sheriff's Notice attached.

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

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

  
Alan F. Kirk, Esquire  
Counsel for the Plaintiff

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

CLEARFIELD BANK AND TRUST  
COMPANY,

No. 08-350-CD

Plaintiff

vs.

YANCEY H. LAUDER and DORA S.  
LAUDER

Defendants

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

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

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

**TERMS OF SALE**

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

**NOTICE**

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

CHESTER A. HAWKINS, SHERIFF

**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

**YANCEY H. LAUDER  
DORA S. LAUDER  
RR1, BOX 634  
MORRISDALE, PA 16858  
(PROPERTY ADDRESS)**

**YANCEY H. LAUDER  
DORA S. LAUDER  
510 RIVER ROAD  
CLEARFIELD, PA 16830  
(MAILING ADDRESS)**

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

**YANCEY H. LAUDER  
DORA S. LAUDER  
RR1, BOX 634  
MORRISDALE, PA 16858  
(PROPERTY ADDRESS)**

**YANCEY H. LAUDER  
DORA S. LAUDER  
510 RIVER ROAD  
CLEARFIELD, PA 16830  
(MAILING ADDRESS)**

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

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

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

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

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

**NONE**

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

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

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

**NONE**

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

Date: 5/4/09

**BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.**

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff



6558 448T 0003 0000 0202 2007

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL RECEIPT**

Postage	\$ .59
Certified Fee	\$ 0.70
Return Receipt Fee (Endorsement Required)	\$ 3.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.89

Sent To: Dora S. Lander  
Street, Apt. No., or PO Box No. R.R. 1 Box 138  
City, State, ZIP+4 Morrisdale, PA 16858

PS Form 3800, August 2006 See Reverse for Instructions

6558 448T 0003 0000 0202 2007

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL RECEIPT**

Postage	\$ .59
Certified Fee	\$ 0.70
Return Receipt Fee (Endorsement Required)	\$ 3.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.89

Sent To: Wendy H. Lander  
Street, Apt. No., or PO Box No. 510 River Road  
City, State, ZIP+4 Clearfield, PA 16830

PS Form 3800, August 2006 See Reverse for Instructions

9458 448T 0000 0202 2007

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

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Sent To: Wendy H. Lander  
Street, Apt. No., or PO Box No. R.R. 1 Box 138  
City, State, ZIP+4 Morrisdale, PA 16858

PS Form 3800, August 2006 See Reverse for Instructions

5640 1556 1000 029T 2002

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
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Sent To: Dora S. Lander  
Street, Apt. No., or PO Box No. 510 River Road  
City, State, ZIP+4 Clearfield, PA 16830

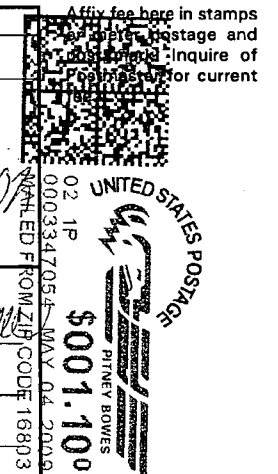
PS Form 3800, June 2002 See Reverse for Instructions

U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: BCEZ 330 Innovation Blvd Ste 307 State College, PA 16803	
One piece of ordinary mail addressed to: Clearfield Bank and Trust Company 11 North Second Street, PA Box Clearfield, PA 16830	



PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: BCEZ 330 Innovation Blvd Ste 307 State College, PA 16803	
One piece of ordinary mail addressed to: Clearfield Tax Claim Bureau Clearfield City Courthouse 630 E. Main Street Clearfield, PA 16830	



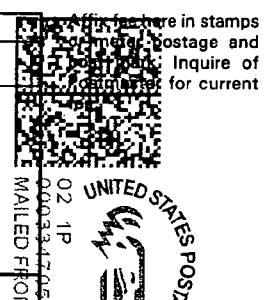
PS Form 3817, Mar. 1989


U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: BCEZ 330 Innovation Blvd Ste 307 State College, PA 16803	
One piece of ordinary mail addressed to: Francis H. Lauder 510 River Road Clearfield, PA 16830	




PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: BCEZ 330 Innovation Blvd Ste 307 State College, PA 16803	
One piece of ordinary mail addressed to:	



U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
BCCZ 330 Innovation Blvd Ste 303 State College, PA 16803		02 1P UNITED STATES POSTAGE \$001.10 PINEY BOWES	
One piece of ordinary mail addressed to:		MAILED FROM ZIP CODE 16803 MAY 04 2009	
Nora S. Lander 510 River Road Clearfield, PA 16830			

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
BCCZ 330 Innovation Blvd Ste 303 State College, PA 16803		02 1P UNITED STATES POSTAGE \$001.10 PINEY BOWES	
One piece of ordinary mail addressed to:		MAILED FROM ZIP CODE 16803 MAY 04 2009	
Nora S. Lander RRT, Box 634 Mortisdale, PA 16858			

PS Form 3817, January 2001

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

CLEARFIELD BANK & TRUST CO.,  
Plaintiff

Vs.

LESLIE PAUL JOHNSON and  
DEBORAH LOUISE JOHNSON,  
Defendants

No. 2008-1696-CD

Type of Case:

Complaint in Mortgage Foreclosure

Type of Pleading:

CERTIFICATE OF SERVICE

Filed on Behalf of:  
PLAINTIFF

Counsel of Record for This Party:

Kim C. Kesner, Esquire  
Supreme Court No. 28307  
212 South Second Street  
Clearfield, PA 16803  
(814) 765-1706

**FILED**

MAR 30 2011

William A. Shaw  
Prothonotary/Clerk of Courts

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

CLEARFIELD BANK & TRUST CO., : No. 2008-1696-CD  
Plaintiff :  
Vs. :  
LESLIE PAUL JOHNSON and :  
DEBORAH LOUISE JOHNSON, :  
Defendants :

**CERTIFICATE OF SERVICE**

I do hereby certify that on the 24<sup>th</sup> day of January, 2011, I served a true and correct copy of the Notice of Sale, a copy of which is attached as Exhibit "A", by first class mail, postage prepaid, on the following:

Leslie Paul Johnson  
1390 Lee Run Road  
Mahaffey, PA 15757

Deborah Louise Johnson  
1390 Lee Run Road  
Mahaffey, PA 15757

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

Clearfield Bank & Trust Company  
P.O. Box 171  
Clearfield, PA 16830

Patricia Dickey, Tax Collector  
7122 Mahaffey Grampian Highway  
Mahaffey, PA 15757

Cleveland Brothers Equipment Co  
4565 William Penn Highway  
Murrysville, PA 15668

CSB Bank  
C/o Northwest Savings  
P.O. Box 29  
Curwensville, PA 16833

William G. Satterlee & Sons, Inc  
12475 Route 119 Highway  
North Rochester Mills, PA 15771

Commonwealth of Pennsylvania  
Bureau of Compliance  
P.O. Box 280948  
Harrisburg, PA 17128-0946


Public Credit, LLC  
P.O. Box 220  
Brockway, PA 15824

CACH, LLC  
270 17<sup>th</sup> Street, Suite 5000  
Denver, CO 80202

Discover Bank  
c/o Weltman, Weinberg & Reis Co  
2718 Koppers Bldg. 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

The U.S. Postal Service Form 3817 is attached as Exhibit "B".

3/29/2011  
Date

  
Kim C. Kesner, Esquire

---

# EXHIBIT

## “A”

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

CLEARFIELD BANK & TRUST,	:	No. 2008-1696-CD
Plaintiff	:	
	:	
vs.	:	
	:	
LESLIE PAUL JOHNSON and	:	
DEBORAH LOUISE JOHNSON,	:	
Defendants	:	

**NOTICE OF SALE**

By virtue of a Writ of Execution issued by William A. Shaw, Prothonotary of the Court of Common Pleas of Clearfield County, Pennsylvania, to me directed, there will be exposed to public sale on FRIDAY, APRIL 1, 2011, at 10:00 o'clock A.M. at the Clearfield County Sheriff's Office, Courthouse, Clearfield, Pennsylvania, the real estate described in accordance with Exhibit "A" which is annexed hereto and incorporated here by reference, including structures thereon, seized and taken in execution as the property of Leslie Paul Johnson and Deborah Louise Johnson.

All parties in interest and claimants will take notice that a schedule of distribution will be filed on the 4th day of APRIL, 2011, and that the distribution will be made in accordance with the schedule unless exceptions are filed thereto within ten (10) days thereafter.

Date: JANUARY 21, 2011



Chester A. Hawkins, Sheriff

Kim C. Kesner, Esquire  
Attorney for Clearfield Bank & Trust  
212 South Second Street  
Clearfield, PA 16830



## EXHIBIT "A"

ALL that certain piece of land situated in the Township of Greenwood, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the North right-of-way line of Township Road Route No. T-460, said iron pin being North 7 degrees 04' East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76 degrees 53' West, for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62 degrees 19' West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34 degrees 18' West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement, and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7 degrees 04' East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line, South 82 degrees 56' East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7 degrees 04' West for a distance of two hundred twenty-five and four tenths (225.4) feet to iron pin and place of beginning. Containing in all 1.05 acres.

BEING the same premises which were conveyed to Leslie Paul Johnson and Deborah Louise Johnson by deed dated June 13, 1978 and recorded June 15, 1978 in Deed Book Volume 762 at Page 243.

Also known as Clearfield County Tax Map No. 1170-E11-000-00085.

SEIZED, taken in execution to be sold as the property of LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON, at the suit of CLEARFIELD BANK & TRUST COMPANY. JUDGMENT NO. 08-1696-CD

# EXHIBIT

## “B”



# Certificate Of Mailing

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

From: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: Leslie Paul Johnson  
1390 Lee Run Road  
Mahaffey, PA 15757

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24, 11  
AMOUNT

\$1.15  
00085835-03



1000



# Certificate Of Mailing

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

From: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: CSB Bank  
C/o Northwest Savings  
P.O. Box 29  
Curwensville, PA 16833

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24, 11  
AMOUNT

\$1.15  
00085835-03



1000



# Certificate Of Mailing

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

From: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: Deborah Louise Johnson  
1390 Lee Run Road  
Mahaffey, PA 15757

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24, 11  
AMOUNT

\$1.15  
00085835-03



1000



# Certificate Of Mailing

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

From: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: William G. Satterlee & Sons, Inc.  
12475 Route 119 Highway  
North Rochester Mills, PA 15771

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24, 11  
AMOUNT

\$1.15  
00085835-03



1000



# Certificate Of Mailing

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

From: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: Clearfield Bank & Trust Company  
P.O. Box 171  
Clearfield, PA 16830

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24, 11  
AMOUNT

\$1.15  
00085835-03



1000



# Certificate Of Mailing

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

From: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: Patricia Dickey, Tax Collector  
7122 Mahaffey Grampian Highway  
Mahaffey, PA 15757

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24, 11  
AMOUNT

\$1.15  
00085835-03



1000



# Certificate Of Mailing

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

From: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: Cleveland Brothers Equipment Co  
4565 William Penn Highway  
Murrysville, PA 15668

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24, 11  
AMOUNT

\$1.15  
00085835-03



1000



# Certificate Of Mailing

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

From: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

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

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24, 11  
AMOUNT

\$1.15  
00085835-03



1000



### 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: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: Commonwealth of Pennsylvania  
Bureau of Compliance  
P.O. Box 280948  
Harrisburg, PA 17128-0946

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24 11  
\$1.15  
00085835-03



1000



### 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: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To pay fee, affix stamps or meter postage here

Postmark Here

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



### 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: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: Public Credit, LLC  
P.O. Box 220  
Brockway, PA 15824

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24 11  
\$1.15  
00085835-03



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### 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: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To pay fee, affix stamps or meter postage here

Postmark Here

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



### 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: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: CACH, LLC  
370 17<sup>th</sup> Street, Suite 5000  
Denver, CO 80202

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24 11  
\$1.15  
00085835-03



1000



### 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: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To pay fee, affix stamps or meter postage here

Postmark Here

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



### 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: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To: Discover Bank  
C/o Weltman, Weinberg & Reis Co  
2718 Koppers Bldg. 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

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

U.S. POSTAGE  
PAID  
CLEARFIELD, PA  
16830  
JAN 24 11  
\$1.15  
00085835-03



1000



### 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: Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830

To pay fee, affix stamps or meter postage here

Postmark Here

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

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

**FILED**

JAN 12 2011

01/12/2011  
William A. Shaw  
Prothonotary/Clerk of Courts

6:00 PM 1/6  
Writs to SH

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

Vs.

LESLIE PAUL JOHNSON and DEBORAH  
LOUISE JOHNSON,

Defendants

No. 2008-1696-CD

Type of Pleading:

**PRAECIPE FOR WRIT OF EXECUTION**

Filed on Behalf of:  
PLAINTIFF

Counsel of Record for this Party:

Kim C. Kesner, Esquire  
Supreme Court No. 28307

212 South Second Street  
Clearfield, PA 16830  
(814) 765-1706

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

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

Vs.

LESLIE PAUL JOHNSON and DEBORAH  
LOUISE JOHNSON,

Defendants

No. 2008-1696-CD

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Please issue Writ of Execution in the above matter,

Amount due	\$5,954.40	
Late Charges	\$	(to be added)
Interest from 11/07/08 @ _____%	\$	(to be added)
Attorney fees	\$	(to be added)
Costs	\$ _____	(to be added)

TOTAL \$5,954.40

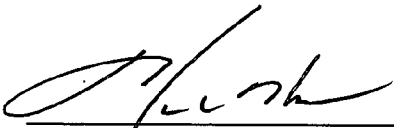
Prothonotary costs

\$ \_\_\_\_\_

Prothonotary costs \$155.00

Date

1/6/2010

  
\_\_\_\_\_  
Kim C. Kesner, Esquire  
Attorney for Plaintiff

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

Clearfield Bank & Trust Company,

Vs.

NO.: 2008-01696-CD

Leslie Paul Johnson,  
Deborah Louise Johnson,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

(1) See Attached Exhibit "A"

(2)

AMOUNT DUE/PRINCIPAL: \$5,954.41  
INTEREST FROM: To be added  
ATTY'S COMM: To be added  
DATE: 1/12/2011

PROTH. COSTS PAID: \$155.00  
SHERIFF: \$  
OTHER COSTS: \$

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Kim C. Kesner, Esq.  
212 South Second Street  
Clearfield, PA 16830  
814-765-1706

\_\_\_\_\_  
Sheriff

## EXHIBIT "A"

ALL that certain piece of land situated in the Township of Greenwood, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the North right-of-way line of Township Road Route No. T-460, said iron pin being North 7 degrees 04' East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76 degrees 53' West, for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62 degrees 19' West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34 degrees 18' West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement, and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7 degrees 04' East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line, South 82 degrees 56' East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7 degrees 04' West for a distance of two hundred twenty-five and four tenths (225.4) feet to iron pin and place of beginning. Containing in all 1.05 acres.

BEING the same premises which were conveyed to Leslie Paul Johnson and Deborah Louise Johnson by deed dated June 13, 1978 and recorded June 15, 1978 in Deed Book Volume 762 at Page 243.

Also known as Clearfield County Tax Map No. 1170-E11-000-00085.



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

<sup>3</sup> FILED ICC AHK  
10:45 am  
MAY 22 2009  
Kirk.

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON,

Defendants

NO. 2008-1696-CD William A. Shaw  
Prothonotary/Clerk of Courts

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

**AFFIDAVIT PURSUANT TO RULE 3129**

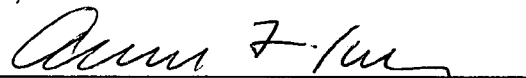
I, **ALAN F. KIRK, ESQUIRE**, attorney for Plaintiff in the above action, set forth as of the date the Praecipe for the Writ of Execution was filed the following information concerning the real property located in **Greenwood Township, Clearfield County, Pennsylvania**, a copy of the description of said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

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

Date: 5/14/09

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

By;



Alan F. Kirk, Esquire  
Attorney for Plaintiff

**Exhibit "A"**

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

**BEGINNING** at an iron pin on the North right-of-way line of Township Road Route No. T-460 said iron pin being North 7° 04" East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76° 53" West for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62° 19" West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34° 18" West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7° 04" East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line South 82° 56" East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7° 04" West for a distance of two hundred twenty-five and four tenths (225.4) feet to an iron pin and place of beginning.

**CONTAINING** in all 1.05 acres.

**BEING** the same premises as conveyed to Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, by Deed of Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, dated June 13, 1978 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 762, Page 243.

SEIZED, taken in execution to be sold as the property of LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON, at the suit of CLEARFIELD BANK AND TRUST COMPANY.  
JUDGMENT NO. 08-1696-CD

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

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON,

Defendants

NO. 2008-1696-CD

Type of Pleading: Affidavit of  
Service

Filed On Behalf Of: Plaintiff

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

**AFFIDAVIT OF SERVICE**

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 4th day of **May, 2009**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".

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

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

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

*Alan F. Kirk*  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
**4th day of May, 2009.**

*Michele M. Steudler*  
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Michele M. Steudler, Notary Public

College Twp., Centre County

My Commission Expires Apr. 7, 2010

Member, Pennsylvania Association of Notaries

COPY

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

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON,

Defendants

NO. 2008-1696-CD

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

DATE: MAY 4, 2009

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

OWNER(S): LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON

ADDRESS OF PROPERTY  
TO BE SOLD: RR1, BOX 580  
MAHAFFEY, PA 15757

The above-captioned property is scheduled to be sold at **Clearfield County Sheriff Sale on Friday, June 5, 2009, at 10:00 a.m. in the Sheriff's Office in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830.**

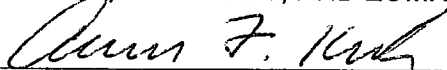
Our records indicate that you may hold a mortgage(s) or judgment(s) and lien(s) on, and/or other interests in the property which will be extinguished by the Sale. You may wish to attend the sale to protect your interests.

The property to be sold is delineated in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the property, if any, as more fully described on Exhibit "A" attached hereto.

For information regarding the Terms of Sale and Schedule of Distribution, please see the Sheriff's Notice attached.

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

By:

  
Alan F. Kirk, Esquire  
Counsel for the Plaintiff

CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL DIVISION

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

No. 2008-1696-CD

V.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON

Defendants

Filed on Behalf of: Plaintiff

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

**SHERIFF'S SALE OF VALUABLE REAL ESTATE**

By virtue of Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to me directed, there will be exposed to public sale in the Sheriff's Office in the CLEARFIELD COUNTY COURTHOUSE 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, PENNSYLVANIA on FRIDAY, JUNE 5, 2009 at 10:00 a.m., prevailing time.

**TERMS OF SALE**

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

**NOTICE**

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

CHESTER A. HAWKINS, SHERIFF

7005 1820 0001 9591 0877

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>TM</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ .59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	3.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.89
Sent To <u>Lislie Paul Johnson</u>	
Street, Apt. No., or PO Box No. <u>RR1, box 580</u>	
City, State, ZIP+4 <u>Manahawick, NJ 08050</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

7005 1820 0001 9591 0877

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>TM</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ .59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	3.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.89
Sent To <u>Deborah L. Johnson</u>	
Street, Apt. No., or PO Box No. <u>1300 Lee Run Road</u>	
City, State, ZIP+4 <u>Manahawick, NJ 08050</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

7005 1820 0001 9591 0859

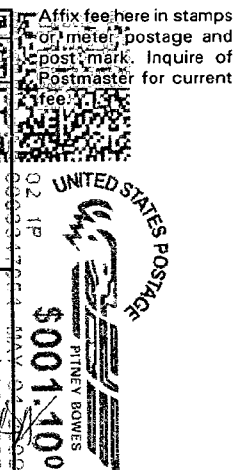
U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>TM</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ .59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	3.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.89
Sent To <u>Lislie Paul Johnson</u>	
Street, Apt. No., or PO Box No. <u>1300 Lee Run Road</u>	
City, State, ZIP+4 <u>Manahawick, NJ 08050</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

7005 1820 0001 9591 0890

U.S. Postal Service <sup>TM</sup>	
CERTIFIED MAIL <sup>TM</sup> RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
OFFICIAL USE	
Postage	\$ .59
Certified Fee	2.70
Return Receipt Fee (Endorsement Required)	3.60
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.89
Sent To <u>Deborah L. Johnson</u>	
Street, Apt. No., or PO Box No. <u>RR1, box 580</u>	
City, State, ZIP+4 <u>Manahawick, NJ 08050</u>	
PS Form 3800, June 2002 See Reverse for Instructions	

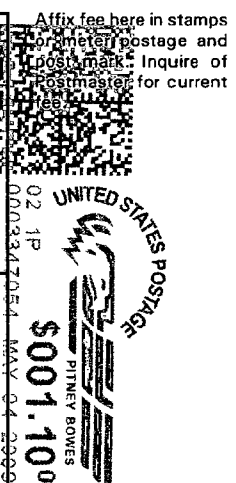
U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
330 Innovation Blvd. Ste 207 State College, PA 16803	
One piece of ordinary mail addressed to:	
Discover Bank c/o James C. Warmbradt, Esq Westman, Weinberg, + Reis Co., PA 476 Seventh Avenue, Ste. 8716 Pittsburgh, PA 15219	

PS Form 3817, Mar. 1989



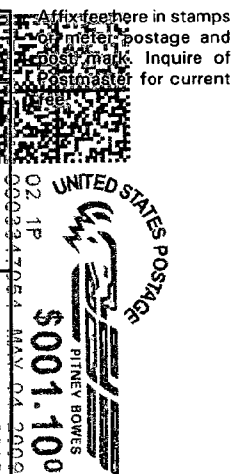
U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
330 Innovation Blvd. Ste 308 State College, PA 16803	
One piece of ordinary mail addressed to:	
USH Bank Cummingsville Office 124 State St., P.O. Box 89 Cummingsville, PA 16833	

PS Form 3817, Mar. 1989



U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
330 Innovation Blvd. Ste 207 State College, PA 16803	
One piece of ordinary mail addressed to:	
Clearfield Bank and Trust Co. 114 Second Street, P.O. Box 171 Clearfield, PA 16830	

PS Form 3817, Mar. 1989



U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
330 Innovation Blvd. Ste 307 State College, PA 16803	
One piece of ordinary mail addressed to:	
Public Credit, LLC P.O. Box 810 Brookway, PA 15804	

Affix fee here in stamps or meter, postage and postmark. Inquire of Postmaster for current fee.



PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
330 Innovation Blvd. Ste 307 State College, PA 16803	
One piece of ordinary mail addressed to:	
Clearfield Bank and Trust Co 11 N. Second St., P.O. Box 171 Clearfield, PA 16830	

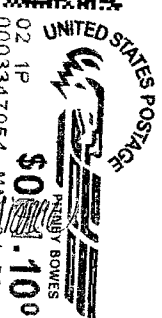
Affix fee here in stamps or meter, postage and postmark. Inquire of Postmaster for current fee.



PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE <b>CERTIFICATE OF MAILING</b>	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
330 Innovation Blvd. Ste 307 State College, PA 16803	
One piece of ordinary mail addressed to:	
Commonwealth of Pennsylvania Dept. of Revenue, Bureau of Commerce P.O. Box 180948 Harrisburg, PA 17128	

Affix fee here in stamps or meter, postage and postmark. Inquire of Postmaster for current fee.



PS Form 3817, Mar. 1989



**AFFIDAVIT PURSUANT TO RULE 3129.1**

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

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

MAILING ADDRESS:      **LESLIE PAUL JOHNSON & DEBORAH L. JOHNSON  
1390 LEE RUNN ROAD  
MAHAFFEY, PA 15757**

PROPERTY ADDRESS:   **RR1, BOX 580  
MAHAFFEY, PA 15757**

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

MAILING ADDRESS:      **LESLIE PAUL JOHNSON & DEBORAH L. JOHNSON \*  
1390 LEE RUNN ROAD  
MAHAFFEY, PA 15757**

PROPERTY ADDRESS:   **RR1, BOX 580  
MAHAFFEY, PA 15757**

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

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

**CACH, LLC.  
370 17<sup>TH</sup> STREET  
SUITE 5000  
DENVER, CO 80202**

**WILLIAM G. SATTERLEE & SONS, INC.  
12475 ROUTE 119 HWY NORTH  
ROCHESTER MILLS, PA 15771**

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF REVENUE  
BUREAU OF COMPLIANCE  
P.O. BOX 280948  
HARRISBURG, PA 17128**

**DISCOVER BANK  
C/O JAMES C. WARMBRODT, ESQUIRE  
WELTMAN, WEINBERG & REIS CO., L.P.A.  
436 SEVENTH AVENUE, SUITE 2718  
PITTSBURGH, PA 15219**

**PUBLIC CREDIT, LLC.  
RD2, BOX 200  
BROCKWAY, PA 15824**

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

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

**CSB BANK  
CURWENSVILLE OFFICE  
434 STATE STREET  
P.O. BOX 29  
CURWENSVILLE, PA 16833**

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

**NONE**

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

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

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

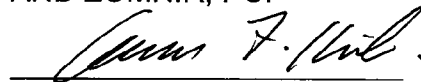
**NONE**

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

BABST, CALLAND, CLEMENTS  
AND ZOMNIR, PC.

Date:

5/04/09



Alan F. Kirk, Esquire  
Attorney for Plaintiff

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

FILED  
OCT 01 2009  
M 10:38/61  
no cc

William A. Shaw  
Prothonotary/Clerk of Courts

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

LESLIE PAUL JOHNSON AND  
DEBORAH LOUISE JOHNSON

Defendants

NO. 2008-1696-CD

Type of Pleading: Affidavit of  
Service

Filed On Behalf Of: Plaintiff

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.

Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 - Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

**AFFIDAVIT OF SERVICE**

I, Alan F. Kirk, Esquire, attorney for the Plaintiff in the within matter, hereby certify that on the 2nd day of **September, 2009**, a true and correct copy of the Notice of Sheriff's Sale of Real Property was served on all pertinent lienholder(s) as set forth in the Affidavit Pursuant to 3129 which is attached hereto as Exhibit "A".


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

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

By:

  
Alan F. Kirk, Esquire

Sworn to and subscribed before me this  
**2nd day of September, 2009.**

  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Michele M. Steudler, Notary Public  
College Twp., Centre County  
My Commission Expires Apr. 7, 2010  
Member, Pennsylvania Association of Notaries

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

CLEARFIELD BANK & TRUST  
COMPANY

Plaintiff

V.

LESLIE PAUL JOHNSON AND DEBORAH LOUISE  
JOHNSON

Defendants

NO. 08-1696

Counsel of Record For This Party:  
BABST, CALLAND, CLEMENTS, AND  
ZOMNIR, P.C.  
Alan F. Kirk, Esquire  
Supreme Court #36893  
330 Innovation Boulevard, Suite 302  
State College, PA 16803  
(814) 867.8055/(814) 867.8051 – Fax  
E-mail: [akirk@bccz.com](mailto:akirk@bccz.com)

**NOTICE OF SHERIFF'S SALE OF REAL PROPERTY**

DATE: SEPTEMBER 2, 2009

TO: ALL PARTIES IN INTEREST AND CLAIMANTS

OWNER(S): LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON

ADDRESS OF PROPERTY  
TO BE SOLD: RR1, BOX 580, MAHAFFEY, PA 15757

The above-captioned property is scheduled to be sold at **Clearfield County Sheriff Sale on Friday, October 2, 2009, at 10:00 a.m. in the Sheriff's Office in the Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830.**

Our records indicate that you may hold a mortgage(s) or judgment(s) and lien(s) on, and/or other interests in the property which will be extinguished by the Sale. You may wish to attend the sale to protect your interests.

The property to be sold is delineated in a legal description mainly consisting of a statement of the measured boundaries of the property, together with a brief mention of the buildings and any other major improvements erected on the property, if any, as more fully described on Exhibit "A" attached hereto.

For information regarding the Terms of Sale and Schedule of Distribution, please see the Sheriff's Notice attached.

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

By: 

Alan F. Kirk, Esquire  
Counsel for the Plaintiff



CHESTER A. HAWKINS  
SHERIFF

# Sheriff's Office Clearfield County

COURTHOUSE  
1 NORTH SECOND STREET, SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

August 06, 2009

OFFICE (814) 765-2641  
FAX (814) 765-5915  
ROBERT SNYDER  
CHIEF DEPUTY  
MARILYN HAMM  
DEPT. CLERK  
CYNTHIA AUGHENBAUGH  
OFFICE MANAGER  
KAREN BAUGHMAN  
CLERK TYPIST  
PETER F. SMITH  
SOLICITOR

BABST, CALLAND, CLEMENTS AND ZOMNIR, PC  
328 INNOVATION BOULEVARD, SUITE 200  
STATE COLLEGE, PA 16803

RE: CLEARFIELD BANK AND TRUST COMPANY

VS.

LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON

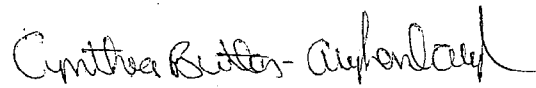
NO 08-1696-CD

Dear ALAN F. KIRK, ESQ.:

This is notice that a Sheriff Sale that was scheduled for June 05, 2009, has now been rescheduled for Friday, October 2, 2009 at 10:00 A.M. in our office.

You must have a representative present at the sale or it will be returned as abandoned. If you have any questions, please feel free to call me at 814-765-2641, ext. 1361. Thank you.

Sincerely,

  
Cynthia Butler-Aughenbaugh  
Office Manager

Enclosure

RECEIVED AUG 25 2009

**Exhibit "A"**

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

**BEGINNING** at an iron pin on the North right-of-way line of Township Road Route No. T-460 said iron pin being North 7° 04" East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76° 53" West for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62° 19" West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34° 18" West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7° 04" East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line South 82° 56" East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7° 04" West for a distance of two hundred twenty-five and four tenths (225.4) feet to an iron pin and place of beginning.

**CONTAINING** in all 1.05 acres.

**BEING** the same premises as conveyed to Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, by Deed of Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, dated June 13, 1978 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 762, Page 243.

SEIZED, taken in execution to be sold as the property of LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON, at the suit of CLEARFIELD BANK AND TRUST COMPANY.  
JUDGMENT NO. 08-1696-CD

# EXHIBIT "B"

7007 3020 0003 1845 4363

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL RECEIPT**

Postage	\$ .44
Certified Fee	\$ 2.80
Return Receipt Fee (Endorsement Required)	\$ 2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

MAILED FROM ZIP CODE 0003347054 SEP 02 1P  
 UNITED STATES POSTAGE  
 \$000.00  
 PINT  
 POSTMARK HERE

Sent To: **Leslie Paul Johnson**  
 Street, Apt. No., or PO Box No.: **RR1 Box 580**  
 City, State, ZIP+4: **Monroeville, PA 15157**

PS Form 3800, August 2006 See Reverse for Instructions

7007 3020 0003 1845 4370

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL RECEIPT**

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Total Postage & Fees	\$ 5.54

MAILED FROM ZIP CODE 0003347054 SEP 02 1P  
 UNITED STATES POSTAGE  
 \$000.00  
 PINT  
 POSTMARK HERE

Sent To: **Leslie Paul Johnson**  
 Street, Apt. No., or PO Box No.: **1390 Lee Road**  
 City, State, ZIP+4: **Monroeville, PA 15157**

PS Form 3800, August 2006 See Reverse for Instructions

4464 5481 0003 1845 4363

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL RECEIPT**

Postage	\$ .44
Certified Fee	\$ 2.80
Return Receipt Fee (Endorsement Required)	\$ 2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54

MAILED FROM ZIP CODE 0003347054 SEP 02 1P  
 UNITED STATES POSTAGE  
 \$000.00  
 PINT  
 POSTMARK HERE

Sent To: **Deborah L. Johnson**  
 Street, Apt. No., or PO Box No.: **RR1 Box 580**  
 City, State, ZIP+4: **Monroeville, PA 15157**

PS Form 3800, August 2006 See Reverse for Instructions

5007 4400 0003 1845 4400

**U.S. Postal Service™**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com)

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 UNITED STATES POSTAGE  
 \$000.00  
 PINT  
 POSTMARK HERE

Sent To: **Deborah L. Johnson**  
 Street, Apt. No., or PO Box No.: **1390 Lee Road**  
 City, State, ZIP+4: **Monroeville, PA 15157**

PS Form 3800, August 2006 See Reverse for Instructions



## 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:

Deborah L. Johnson  
1390 Lee Run Rd.  
Mahaffey, PA 15757

## 2. Article Number

(Transfer from service label)

7007 3020 0003 1845 4400

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

Debbie Johnson

☐ Agent☐ Addressee

## B. Received by (Printed Name)

DEBBIE JOHNSON

## C. Date of Delivery

9-8

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## 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:

Deborah L. Johnson  
RR1 Box 580  
Mahaffey, PA 15757

## 2. Article Number

(Transfer from service label)

7007 3020 0003 1845 4394

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

Debbie Johnson

☐ Agent☐ Addressee

## B. Received by (Printed Name)

DEBBIE JOHNSON

## C. Date of Delivery

9-8

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

**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:

Leslie Paul Johnson  
1390 Lee Run Road  
Mahaffey, PA 15757

## 2. Article Number

(Transfer from service label)

7007 3020 0003 1845 4370

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

☐ Agent☐ Addressee

## B. Received by (Printed Name)

Leslie Paul Johnson

## C. Date of Delivery

9-8

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☐ No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

☐ Yes**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:

Leslie Paul Johnson  
RR1, Box 580  
Mahaffey, PA 15757

## 2. Article Number

(Transfer from service label)

7007 3020 0003 1845 4363

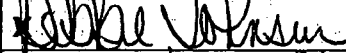
PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-154

**COMPLETE THIS SECTION ON DELIVERY**

## A. Signature

☐ Agent☐ Addressee

## B. Received by (Printed Name)

Leslie Paul Johnson

## C. Date of Delivery

9-8

## D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:


☐ No

## 3. Service Type

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



## 4. Restricted Delivery? (Extra Fee)

☐ Yes



<p>U.S. POSTAL SERVICE</p> <p><b>CERTIFICATE OF MAILING</b></p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER</p>	<p>Affix fee here in stamps</p> <p>as for postage and postmark: Inquire of Postmaster for current rates</p>
<p>Received From:</p> <p>BCCZ</p> <p>330 Innovation Blvd., Suite 302</p> <p>State College PA 16803</p>	<p>02 1P</p> <p>000327054 SEP 02 2009</p> <p>MAILED FROM ZIP CODE 16803</p> <p>UNITED STATES POSTAGE</p> <p></p> <p>POSTAGE WILL BE PAID BY ADDRESSEE</p> <p>PITNEY BOWES</p> <p>\$001.150</p>
<p>One piece of ordinary mail addressed to:</p> <p>Clearfield Cty. Tax Chrm Bureau</p> <p>Clearfield Cty. Courthouse</p> <p>Clearfield PA 16830</p>	

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>	Affix fee here in stamps or meter postage and postage due Inquire of Postmaster for current
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER		
Received From:		
BCCZ		
330 Innovation Blvd, Suite 302		000347051 SEP 02 2000
State College PA 16803		MAILED FROM ZIP CODE 16803
One piece of ordinary mail addressed to:		UNITED STATES POSTAGE 02 1P FOREVER FIRST CLASS PERMIT NO. 1 PINEY BOWES
Clearfield Bank & Trust Company		\$001.150
<del>Clear</del> 11 N. 2 <sup>nd</sup> St., P.O. Box 171		
Clearfield PA 16830		



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING	 
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER		<p>Additional meter in stamps of meter postage and postage meter require of postmaster for current</p>
Received From  330 Innovation Blvd. Ste. 307 State College, PA 16803		0003 170 MAILED FROM SEP 02 2009 ZIP CODE 16803
One piece of ordinary mail addressed to:  Clearfield Bank and Trust Company 111 Second St., PO Box 171 Clearfield, PA 16870		UNITED STATES POSTAGE  0001.150 PINEY BOWES SEP 02 2009

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
330 Innovation Blvd Ste 307 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
Deborah L. Johnson 1390 Lee Runn Road Mahaffey, PA 15757		UNITED STATES POSTAGE PINNEY BOWES	


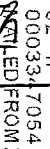
PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
330 Innovation Blvd Ste 307 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
Deborah L. Johnson RR 1, Box 580 Mahaffey, PA 15757		UNITED STATES POSTAGE PINNEY BOWES	


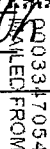
PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
330 Innovation Blvd Ste 307 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
Leslie Paul Johnson RRI, Box 580 Mahaffey, PA 15757		UNITED STATES POSTAGE PINNEY BOWES	


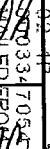
PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received from:			
330 Innovation Blvd Ste 307 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
Leslie Paul Johnson 1390 Lee Run Road Mahaffey, PA 15757		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	


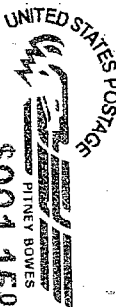
PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received from:			
330 Innovation Blvd Ste 307 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
US Bank Cutwensville Office 434 State Street, PO Box 119 Cutwensville, PA 16833		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	



PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received from:			
330 Innovation Blvd Ste 307 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
William B. Saterlee + Sons, Inc 12475 Rte 119 Hwy North Rochester Mills, PA 15771		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	



PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
330 Innovation Blvd. Ste. 300 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
Public Credit LLC UPS, Box 800 Pockway, PA 15824		\$001.150 PITNEY BOWES	

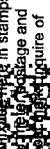

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
330 Innovation Blvd. Ste. 300 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
Discover Bank c/o James C. Warmbrodt, Esq. Weitman, Weinberg + Reis Co. LLP 436 Seventh Avenue Ste. 8700 Pittsburgh, PA 15219		\$001.150 PITNEY BOWES	

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
330 Innovation Blvd Ste 300 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
Commonwealth of Pennsylvania Dept. of Revenue, Bureau of Compliance PO Box 880948 Harrisburg, PA 17128		\$01.150 PITNEY BOWES	

PS Form 3817, January 2001

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER			
Received From:			
330 Innovation Blvd Ste 300 State College, PA 16803		0003347054 SEP 02 2009 MAILED FROM ZIP CODE 16803	
One piece of ordinary mail addressed to:			
Cash LTD 500 17th Street Suite 500 Denver, CO 80202		\$001.150 PITNEY BOWES	

PS Form 3817, January 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20952  
NO: 08-1696-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON

Execution REAL ESTATE

**SHERIFF RETURN**

DATE RECEIVED WRIT: 3/24/2009

LEVY TAKEN 3/31/2009 @ 2:19 PM

POSTED 3/31/2009 @ 2:19 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 1/20/2010

DATE DEED FILED **NOT SOLD**

**FILED**  
013104301  
JAN 20 2010  
William A. Shaw  
Prothonotary/Clerk of Courts

**DETAILS**

3/31/2009 @ 2:19 PM SERVED LESLIE PAUL JOHNSON

SERVED LESLIE PAUL JOHNSON, DEFENDANT, AT HIS RESIDENCE 1390 LEE RUN ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBORAH JOHNSON, WIFE/CO-DEEFENDANT

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.

3/31/2009 @ 2:19 PM SERVED DEBORAH L. JOHNSON

SERVED DEBORAH L. JOHNSON, DEFENDANT, AT HER RESIDENCE 1390 LEE RUN ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBORAH JOHNSON

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, OCTOBER 1, 2009 RECEIVED A FAX LETTER FROM THE PLAINTIFF STAYING THE SALE SCHEDULED FOR OCTOBER 2, 2009 DUE TO BANKRUPTCY FILING.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20952  
NO: 08-1696-CD

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
VS.  
DEFENDANT: LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON

Execution REAL ESTATE

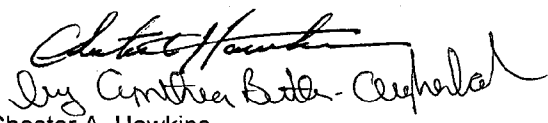
SHERIFF RETURN

---

SHERIFF HAWKINS \$239.76

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
Chester A. Hawkins  
Sheriff



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

Clearfield Bank & Trust Company

Vs.

NO.: 2008-01696-CD

Leslie Paul Johnson and Deborah Louise Johnson

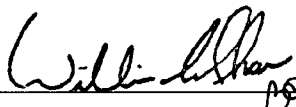
**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

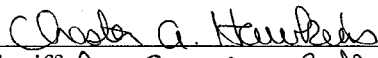
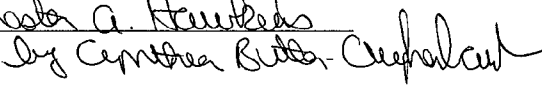
- (1) See Attached Description

AMOUNT DUE/PRINCIPAL: \$5,954.40  
INTEREST FROM November 7, 2008:  
ATTY'S COMM: \$  
DATE: 3/24/2009

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

  
\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 24<sup>th</sup> day  
of March A.D. 2009  
At 3:00 A.M./P.M.

  
Sheriff 

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

### **Exhibit "A"**

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

**BEGINNING** at an iron pin on the North right-of-way line of Township Road Route No. T-460 said iron pin being North 7° 04" East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76° 53" West for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62° 19" West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34° 18" West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7° 04" East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line South 82° 56" East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7° 04" West for a distance of two hundred twenty-five and four tenths (225.4) feet to an iron pin and place of beginning.

**CONTAINING** in all 1.05 acres.

**BEING** the same premises as conveyed to Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, by Deed of Leslie Paul Johnson and Deborah Louise Johnson, husband and wife, dated June 13, 1978 and entered for record in the Recorder's Office of Clearfield County in Deed Book Volume 762, Page 243.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LESLIE PAUL JOHNSON

NO. 08-1696-CD

NOW, January 20, 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 January 09, 2010, I exposed the within described real estate of Leslie Paul Johnson And Deborah Louise Johnson to public venue or outcry at which time and place I sold the same to he/she being the highest bidder, for the sum of and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	24.20
LEVY	15.00
MILEAGE	24.20
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	6.36
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	5.00
CONTINUED SALES	20.00
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$239.76</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	5,954.40
INTEREST @	0.00
FROM TO 01/09/2010	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$5,994.40</b>

**COSTS:**

ADVERTISING	520.75
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	239.76
LEGAL JOURNAL COSTS	270.00
PROTHONOTARY	135.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,305.51</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

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

October 1, 2009

Ms. Cynthia Aughenbaugh  
Sheriff's Office  
Market St.  
Clearfield, PA 16830  
Via Fax: 814-765-5915

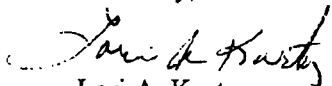
RE: Leslie Johnson Sheriff Sale

Dear Cindy,

Please post pone the sheriff sale scheduled for Friday, October 2, 2009. Mr. Johnson has filed another bankruptcy under a chapter 13.

If you have any questions, please contact me at 762-8825. Thank you.

Sincerely,



Lori A. Kurtz  
Asst. Vice President &  
Special Assets Manager

Cc: BCCZ  
Alan Kirk  
Via Fax

**FILED**

**JAN 20 2010**

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

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

CLEARFIELD BANK & TRUST  
COMPANY,

Plaintiff

Vs.

LESLIE PAUL JOHNSON and  
DEBORAH LOUISE JOHNSON,

Defendants

No. 08-1696-CD

Type of Pleading:

**PRAECIPE FOR SUBSTITUTION  
OF COUNSEL FOR PLAINTIFF**

Filed on Behalf of:  
PLAINTIFF

Present Counsel of Record for This Party  
(Withdrawing)

Alan F. Kirk, Esquire  
330 Innovation Blvd, Suite 302  
State College, PA 16803

New Counsel of Record for Plaintiff:

Kim C. Kesner, Esquire  
Supreme Court No. 28307  
212 South Second Street  
Clearfield, PA 16830  
(814) 765-1706

FILED 2cc Atty  
Kesner  
OCT - 1 2010  
copy to CITA  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION – LAW

CLEARFIELD BANK & TRUST	:	No. 08-1696-CD
COMPANY,	:	
	:	
Plaintiff	:	
	:	
Vs.	:	
	:	
LESLIE PAUL JOHNSON and	:	
DEBORAH LOUISE JOHNSON,	:	
	:	
Defendants	:	

**PRAECIPE FOR SUBSTITUTION OF COUNSEL FOR PLAINTIFF**

TO THE PROTHONOTARY:

Kindly withdraw my appearance in this action as counsel for Clearfield Bank & Trust Company, Plaintiff in the above captioned matter.

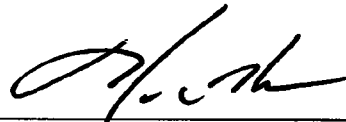
Date: 9-20-10



Alan F. Kirk, Esquire  
330 Innovation Blvd, Suite 302  
State College, PA 16803

Kindly enter my appearance in this action as counsel for Clearfield Bank & Trust Company, Plaintiff in the above captioned matter.

Date: 9/21/2010



Kim C. Kesner, Esquire  
212 South Second Street  
Clearfield, PA 16830  
(814) 765-1706

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21293  
NO: 08-1696-CD

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY

vs.

DEFENDANT: LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 1/12/2011

LEVY TAKEN 2/16/2011 @ 3:20 PM

POSTED 2/16/2011 @ 3:20 PM

SALE HELD

SOLD TO

SOLD FOR AMOUNT PLUS COSTS

WRIT RETURNED 8/5/2011

DATE DEED FILED **NOT SOLD**

FILED  
0/41000  
AUG 05 2011  
William A. Shaw  
Prothonotary/Clerk of Courts

DETAILS

2/16/2011 @ 3:20 PM SERVED LESLIE PAUL JOHNSON

SERVED LESLIE PAUL JOHNSON, DEFENDANT, AT HIS RESIDENCE 1390 LEE RUN ROAD, MAHAFFEY, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBORAH JOHNSON, WIFE/CO-DEFENDANT

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.

2/16/2011 @ 3:20 PM SERVED DEBORAH LOUISE JOHNSON

SERVED DEBORAH LOUISE JOHNSON, DEFENDANT, AT HER RESIDENCE 1390 LEE RUN ROAD, MAHAFFEY, CLEARFIELD, COUNTY, PENNSYLVANIA BY HANDING TO DEBORAH JOHNSON

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, APRIL 1, 2011 RECEIVED A FAXED LETTER FROM THE PLAINTIFF'S ATTORNEY TO STAY THE SHERIFF SALE SCHEDULED FOR APRIL 1, 2011 DUE TO BANKRUPTCY FILING.



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 21293  
NO: 08-1696-CD

PLAINTIFF: CLEARFIELD BANK & TRUST COMPANY

vs.

DEFENDANT: LESLIE PAUL JOHNSON AND DEBORAH LOUISE JOHNSON

Execution REAL ESTATE

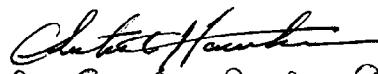
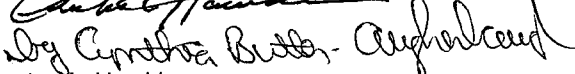
SHERIFF RETURN

---

SHERIFF HAWKINS \$215.16

SURCHARGE \$40.00 PAID BY ATTORNEY

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

Clearfield Bank & Trust Company,

Vs.

NO.: 2008-01696-CD

Leslie Paul Johnson,  
Deborah Louise Johnson,

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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

(1) See Attached Exhibit "A"

(2)

AMOUNT DUE/PRINCIPAL: \$5,954.41  
INTEREST FROM: To be added  
ATTY'S COMM: To be added  
DATE: 1/12/2011

PROTH. COSTS PAID: \$155.00  
SHERIFF: \$  
OTHER COSTS: \$



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 12<sup>th</sup> day  
of January A.D. 2011  
At 3:00 A.M./P.M.

Requesting Party:

Kim C. Kesner, Esq.  
212 South Second Street  
Clearfield, PA 16830  
814-765-1706

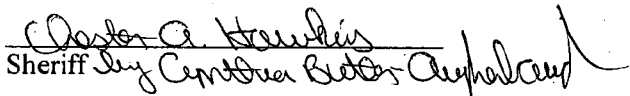
  
Sheriff Jay Cepher

EXHIBIT "A"

ALL that certain piece of land situated in the Township of Greenwood, County of Clearfield, Commonwealth of Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin on the North right-of-way line of Township Road Route No. T-460, said iron pin being North 7 degrees 04' East a distance of thirty-three and two tenths (33.2) feet from the Northeast corner of lot now owned by Leslie and Deborah Johnson; thence by the said right-of-way line of said road, North 76 degrees 53' West, for a distance of one hundred thirteen (113.0) feet; thence still by said road right-of-way, by a curve to the right, the chord of which is North 62 degrees 19' West for a distance of seventy-five (75) feet; thence still by the arc of the curve to the right, but leaving the right-of-way line and approaching the edge of pavement, the chord of which is North 34 degrees 18' West for a distance of sixty-eight and four tenths (68.4) feet to a point on the edge of the pavement, and being on the line of land between Leslie and Deborah Johnson and land formerly of F.C. Deemer; thence along the line of said F.C. Deemer, and along the east side of the road, North 7 degrees 04' East for a distance of one hundred thirty-four and eight tenths (134.8) feet to a corner on the said F.C. Deemer line; thence leaving the said Deemer line and through the land of Leslie Johnson and Anthony Johnson, for a new line, South 82 degrees 56' East passing through an iron pin at 5.66 feet, and continuing on for a total distance, two hundred twenty-seven and six tenths (227.6) feet to an iron pin; thence still through the land of said Leslie Johnson and Anthony Johnson for a new line, South 7 degrees 04' West for a distance of two hundred twenty-five and four tenths (225.4) feet to iron pin and place of beginning. Containing in all 1.05 acres.

BEING the same premises which were conveyed to Leslie Paul Johnson and Deborah Louise Johnson by deed dated June 13, 1978 and recorded June 15, 1978 in Deed Book Volume 762 at Page 243.

Also known as Clearfield County Tax Map No. 1170-E11-000-00085.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME LESLIE PAUL JOHNSON

NO. 08-1696-CD

NOW, August 05, 2011, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on , I exposed the within described real estate of Leslie Paul Johnson And Deborah Louise Johnson 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	22.44
LEVY	15.00
MILEAGE	22.44
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	5.28
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	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$215.16</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	5,954.41
INTEREST @	0.00
FROM TO	
ATTORNEY FEES	
PROTH SATISFACTION	
LATE CHARGES AND FEES	
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
PROPERTY INSPECTIONS	
INTEREST	
MISCELLANEOUS	
<b>TOTAL DEBT AND INTEREST</b>	<b>\$5,994.41</b>

**COSTS:**

ADVERTISING	494.50
TAXES - COLLECTOR	
TAXES - TAX CLAIM	
ASSESSMENT FEE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	
DEED COSTS	0.00
SHERIFF COSTS	215.16
LEGAL JOURNAL COSTS	243.00
PROTHONOTARY	155.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$1,247.66</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

**KIM C. KESNER**

212 SOUTH SECOND STREET, CLEARFIELD, PA 16830

ATTORNEY AT LAW

(814) 765-1706

attykesner@atlanticbba.net

FAX (814) 765-1776

tammie@atlanticbba.net

April 1, 2011

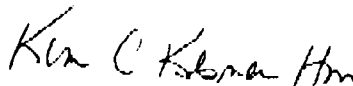
Chester Hawkins, Sheriff  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830

RE: Clearfield Bank & Trust Company vs. Leslie P. and Deborah L. Johnson  
Sheriff Sale

Dear Sheriff Hawkins,

Late yesterday, we received a Notice of Bankruptcy Case Filing at 3:38 o'clock p.m. for Leslie P. Johnson and Deborah L. Johnson. It is my understanding that this filing carries with it an Automatic Stay prohibiting you from proceeding with this sale. Therefore, it is my judgment as counsel for the Plaintiff that you cannot proceed with today's sale.

Sincerely,



Kim C. Kesner

KCK:tlm

Cc: Lori Kurtz, Clearfield Bank & Trust Company