

08-1761-CD  
Clfd B&T vs Ralph Hunter Jr. et al

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

CLEARFIELD BANK AND TRUST  
COMPANY,

Plaintiff

V.

RALPH HUNTER, JR. AND  
CAROLYN L. HUNTER

Defendants

No. 2008 - 1761 - CD

Type of Pleading: COMPLAINT  
IN FORECLOSURE

Filed on Behalf of: Plaintiff

Counsel of Record for this Party:  
BABST, CALLAND, CLEMENTS AND  
ZOMNIR, PC.  
ALAN F. KIRK, ESQUIRE  
Supreme Court # 36893  
330 Innovation Boulevard, Suite 302  
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**

SEP 18 2008

William A. Shaw  
Prothonotary/Clerk of Courts

ICC Atty  
2 Compl. Staff

Atty Paid 95.00

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CLEARFIELD COUNTY, PENNSYLVANIA  
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COMPANY,

Plaintiff

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**COMPLAINT**

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

1. The Plaintiff is CLEARFIELD BANK & TRUST COMPANY, a corporation, with a principal place of business of 11 North Second Street, P.O. Box 171 Clearfield, Pennsylvania 16830.
2. The Defendants are RALPH HUNTER, JR. AND CAROLYN L. HUNTER, with a property address of RR1, Box 401, Woodland, Pennsylvania 16881 and a mailing address of 161 Hunters Road, Woodland, Pennsylvania 16881.

3. The Plaintiff brings this action to foreclose on a Mortgage by and between the Plaintiff and the Defendants dated January 23, 1998, in the principal amount of \$29,603.03. A copy of the said Mortgage is attached hereto and made a part hereof, marked as Exhibit "A" and is dated January 23, 1998 and recorded in Clearfield County Record Book 1904, Page 192 on January 30, 1998.

4. The said Mortgage is and contains a lien against that certain tract of land situate in the Township of Bradford, 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 \$29,603.63 as set forth in Promissory Note dated January 23, 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 November 23, 2007, a true and correct copy of the same is attached hereto and made a part hereof and marked as Exhibit "D".

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

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

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

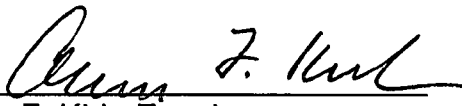
(a)Principal Balance	\$1,491.34
(b)Interest	\$ N/A – loan has Matured
(c)Late Charges	\$ 10.00
(d)Satisfaction Fee	\$ 28.50
(e)Attorney Collection Fee	\$ <u>750.00</u>
<b>FINAL TOTAL</b>	<b>\$ 2,279.84</b>

WHEREFORE, Plaintiff prays this Honorable Court to enter judgment in favor of the Plaintiff and against the Defendant in the amount of **\$2,279.84** plus interest at **9.75%** plus costs of suit and sale and foreclosure of the mortgaged premises.

Respectfully submitted,

BABST, CALLAND, CLEMENT AND  
ZOMNIR, PC.

Date: 9-8-08

  
Alan F. Kirk, Esquire  
Attorney for Plaintiff

## MORTGAGE

MORTGAGE, dated January 23

19 98, is between you, Ralph Hunter, Jr. and CarolynL. Hunterresiding at R.D. 1, Box 401, Woodland, PA. 16881

the person or persons signing as "Mortgagor" below, and

CLEARFIELD BANK &amp; TRUST CO., Clearfield, Pennsylvania 16830

, the "Mortgagee

MORTGAGED PREMISES: You mortgage, grant and convey to us the premises located at:

R.D. 1, Box 401,

Street

Woodland,Clearfield

Township/City/Municipality/Borough

County

Pennsylvania,

Block No.

Lot No.

(the "Premises")

A legal description of the Premises is contained in the deed by which you acquired the Premises, which is recorded at the Clearfield County Office for the Recording of Deeds, in Deed Book \_\_\_\_\_, on Page(s) \_\_\_\_\_, Tax Parcel Number (or other Uniform Parcel Identifier, if any) \_\_\_\_\_, or ☐ if checked, on the reverse side. The Premises includes all buildings and other improvements now or later on the Premises and any rights or interests which derive from your ownership, use or possession of the Premises.

LOAN: The Mortgage will secure our loan to Ralph Hunter, Jr. and Carolyn L. Hunter

(whether one or more person call the "Borrower"), in the principal amount of \$ 29,603.03, plus interest and costs, all of which the Borrower must repay according to a note or agreement (the "Note") dated January 23, 19 98. This Mortgage will also secure the performance of all of Borrower's promises in the Note, all of your promises in this Mortgage, and any extensions, renewals, amendments or other modifications of the Note.

OWNERSHIP: You are the sole owner(s) of the Premises. You have the legal right to Mortgage it to us.

TAXES: Whether before or after a judgment in mortgage foreclosure is entered, you will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. You will not claim any credit on, or make deduction from, the loan because you pay these taxes and charges. You will provide us with proof of payment upon request.

MAINTENANCE: You will maintain the building(s) on the Premises in good condition. You will not make major changes in the building(s) except for normal repairs. You will not tear the building(s) down without first getting our consent. You will not use the Premises illegally or for hire.

INSURANCE: Whether before or after a judgment in mortgage foreclosure is entered, you will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards we may specify. You may choose the insurance company, but your choice is subject to our reasonable approval. The policies must be for at least the amounts and the time periods that we specify. You will deliver to us upon our request the policies or other proof of the insurance. The policies must provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of loss or damage to the Premises, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If we receive payment of a claim, we will permit you to use the money to repair the damage, but only if we reasonably believe the insurance proceeds are adequate for this purpose. Otherwise, we will use the money to reduce what the Borrower owes on the Note.

SECURITY INTEREST: You will join with us in signing and filing documents and, at your expense, in doing whatever we believe is necessary to perfect and continue perfected our security interest in the Premises.

YOUR AUTHORITY TO US: If you fail to perform your obligations under this Mortgage, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums the Borrower owes on the Note, on which we impose interest as provided in the Note. If you fail to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair, we may, if we choose, advance any sums you promise to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Premises may be limited to an amount not greater than what the Borrower owes on the Note. Any amount we advance on your behalf will be added to the balance of the Note on which we impose Finance Charges at the Annual Percentage Rate of the Note. Our payments on your behalf will not cure your failure to perform your promises in this Mortgage.

SALE OF PREMISES: You will not sell, transfer ownership, Mortgage or otherwise dispose of the Premises, in whole or in part, without our prior written consent.

INSPECTION: You will permit us to inspect the Premises at any reasonable time.

NO LOSS OF RIGHTS: The Note and this Mortgage may be negotiated or assigned by us without releasing any of you or the Premises. We may add or release any person or property obligated under the Note and this Mortgage without losing our rights in the Premises.

DEFAULT: A default under the Note is a default under this Mortgage. In addition, your failure to perform your obligations in this Mortgage or under any other Mortgage on the Premises is a default under this Mortgage. If any default occurs, we can foreclose upon this Mortgage. This means that we can arrange for the Premises to be sold, as provided by law, in order to pay off what the Borrower owes on the Note. If the money we receive from the sale is not enough to pay off what the Borrower owes, you will not owe us the difference unless you also signed the Note as a Borrower. In addition, we may (i) enter on and take possession of the Premises; (ii) lease and collect the rental payments, including overdue rental payments, directly from tenants; (iii) manage the Premises; and (iv) sign, cancel and change leases. We may apply any part of the rental payments to pay taxes, the costs of collecting rental payments and of managing the Premises and to reduce any amounts owing under the Note and under this Mortgage, in any order that we choose.

WAIVERS: If we declare a default under this Mortgage, you waive your rights arising under all appraisal, stay and exemption laws. These rights may (i) be for your benefit or relief; (ii) limit the amount you owe us to the proceeds of the sale of the Premises; (iii) exempt the Premises, or part of the proceeds of its sale, from attachment, levy or sale under execution; or (iv) provide for a stay of execution or other process.

ENDING EFFECT: Until the Borrower has paid the Note in full, the provisions of this Mortgage will be binding on you and all future owners and tenants of the Premises. This Mortgage is for our benefit and for the benefit of anyone to whom we may assign it. Upon payment in full of all that the Borrower owes us, this mortgage and our rights in the Premises shall end.

GENERAL: We can waive or delay enforcing any of our rights under this Mortgage without losing them. Any waiver by us of any provision of this Mortgage will not be a waiver of that or any other provision on any other occasion.

Ralph Hunter, Jr. (SEAL)

Mortgagor

Carolyn L. Hunter (SEAL)

Mortgagor



(SEAL)

(SEAL)

DESCRIPTION OF PREMISES  
(Insert specific description of Premises, if necessary.)

VOL 1904 PAGE 195

See Attached Exhibit "A"

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 11:10 AM 1-30-98  
BY Karen L. Starck  
FEES 13.50  
Karen L. Starck, Recorder

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

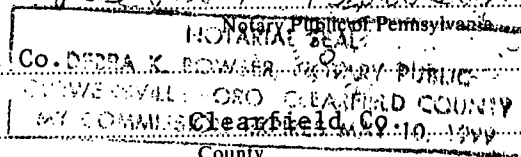
COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF Clearfield : ss.

BE IT REMEMBERED, that on this 23rd day of January, 1998, before me, a Notary Public of the

Commonwealth of Pennsylvania, personally appeared Ralph Hunter, Jr. and Carolyn L. Hunter  
who I am satisfied is/are the person(s) named in and who executed the within Mortgage, and thereupon he/she/they acknowledged that he/she/they signed, sealed and  
delivered the same as a voluntary act and deed, for the uses and purposes expressed in the Mortgage.

I certify that the within named MORTGAGEE, Clearfield Bank & Trust Co., DEBRA K. BOWLER, Notary Public, resides at  
11 N. Second St. Clearfield, PA. 16830  
Street City/Municipality County Zip Code

Signature *Michael C. Sutcliffe*  
Agent on behalf of Mortgagee



COMMONWEALTH  
OF  
PENNSYLVANIA

MORTGAGE  
FROM

Ralph Hunter, Jr.  
&  
Carolyn L. Hunter

Insert Name(s) of Mortgagor(s)

TO

Clearfield Bank & Trust Co.

Mortgagee

Recorder - Please return to:

**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.



—All that certain parcel of land situate in the Township of Bradford, County of Clearfield and State of Pennsylvania, bounded and described as follows: —

—BEGINNING at an iron pin at the western edge of a twenty-four (24) foot wide private road, half of which road is on the property hereby conveyed and the other half on the property remaining in the ownership of the grantors; thence by line through land of Mervyl Yeager and Catherine Yeager, grantors herein, by a course north thirty-eight (38) degrees twenty-two (22) minutes west one hundred fifty (150) feet to an iron pin; thence still by line of land of the grantors herein north fifty-one (51) degrees thirty-eight (38) minutes east two hundred fifteen (215) feet to an iron pin; thence still by line of land of the grantors herein south sixty-eight (68) degrees twenty-two (22) minutes east one hundred thirty-one and seven-tenths (131.7) feet to a iron pin; thence still by line of land of the grantors herein south thirty-eight (38) degrees twenty-two (22) minutes east thirty-five (35) feet to iron pin in the western line of the private road; thence continuing starting at a point twelve (12) feet in the said private road, so-as to convey half of such road by this deed to grantees; thence by line through center of said private road south fifty-one (51) degrees thirty-eight (38) minutes west two hundred eighty (280) feet to a point in said private road twelve (12) feet distance from the iron pin and place of beginning; thence north westerly from the center of such private road to the iron pin and place of beginning. Containing eighty-eight one hundredths (.88) of an acre.

—This conveyance is pursuant to a map prepared by Allen L. Martin, Engineer, on June 23, 1978, a copy of which is hereto attached and made a part of this conveyance.

—BEING a part of parcel in the deed from Lytle M. Wilson, Executor of the Last Will and Testament of A. H. Wilson, known also as Ashley R. Wilson, deceased, conveyed to Mervyl Yeager and Catherine Yeager, his wife, the grantors herein, by deed dated September 5, 1945, recorded at Clearfield in Deed Book 371, page 222.

—EXCEPTING AND RESERVING THEREFROM, any and all oil and gas contained in the said premises together with the right to drill for and remove from the said premises and also to build pipelines, such pipelines not to be placed within one hundred fifty (150) feet from the dwelling house to be erected hereon by the grantees. Should the pipeline need to be removed, repaired or relayed, the same may be done by the grantors or persons in interest without obligation to the grantees, their heirs or assigns.

BEING the same premises granted and conveyed to Ralph Hunter, Jr. and Carolyn L. Hunter, husband and wife, by Deed of Mervyl Yeager and Catherine Yeager, dated April 12, 1979 and recorded on July 30, 1982 in Clearfield County Record Book 845 at Page 477.

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

BEGINNING at an iron pin at the western edge of a twenty-four (24) foot wide, private road, half of which road is on the property herein conveyed and the other half on the property remaining in the ownership of the Grantors; thence by line through land of Mervyl Yeager and Catherine Yeager, Grantors herein, by a course north thirty eight (38) degrees twenty-two (22) minutes west one hundred fifty (150) feet to an iron pin; thence still by line of land of the Grantors herein north fifty-one (51) degrees thirty-eight (38) minutes east two hundred fifteen (215) feet to an iron pin; thence still by line of land of the Grantors herein south sixty-eight (68) degrees twenty-two (22) minutes east one hundred thirty-one and seven-tenths (131.7) feet to an iron pin; thence still by line of land of the Grantors herein south thirty-eight (38) degrees twenty-two (22) minutes east thirty-five (35) feet to an iron pin in the western line of the private road; thence continuing starting at a point twelve (12) feet in the said private road, so as to convey half of such road by this deed to Grantees; thence by line through center of said private road south fifty-one (51) degrees thirty-eight (38) minutes west two hundred eighty (280) feet to a point in said private road twelve (12) feet distance from the iron pin and place of beginning; thence north westerly from the center of such private road to the iron pin and place of beginning. Containing eighty-eight one hundredths (.88) of an acre.

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#### ADDITIONAL TERMS

**DEFAULT:** The following are each "Defaults":

- (i) You fail to make any payment to us on or before the day it comes due;
- (ii) You provide us with false information or signatures at any time;
- (iii) You die or become legally incompetent;
- (iv) You do not promptly and properly perform any of your promises or obligations in this Note, the Security Agreement, the Mortgage, or in any other note or agreement you now or later have with us;
- (v) You cannot pay any of your debts as they come due;
- (vi) The Collateral is lost, stolen, damaged or destroyed;
- (vii) The Collateral is sold, transferred, leased, given or delivered, in whole or in part, to a person who is not a party to the Security Agreement or Mortgage;
- (viii) Proceedings are begun under the Bankruptcy Code by or against you;
- (ix) Any judgment is entered of record against you; or
- (x) Any of your property is attached or subject to being forfeited.

**DEFAULT AND REQUIRED PAYMENT IN FULL:** If any Default occurs, we may, if we choose, "accelerate" the maturity of this Note. This means we may declare the entire remaining unpaid balance of this Note and earned Finance Charge to be immediately due and payable, by using the Actuarial Method. However, if this Note is secured by a Mortgage on residential real property Collateral, if required by law, we will first send you a timely notice of the Default, advising you of your right to cure the Default and of our intention to take action if you do not cure within the time period provided in our notice. If we file an action to collect amounts in Default, you also agree to pay all of our court costs and our reasonable attorneys' fees of 20% of the amount due. Our right to collect attorneys' fees may be limited during any cure period provided by law. We will continue to impose interest on all sums owed to us at the rate provided in this Note until we receive payment in full, even if we have obtained judgment against you.

**LATE CHARGES:** If any payment is not made within 15 days of its due date, we will charge and you agree to pay a late payment charge of 5% of the amount of the late payment, but not more than \$2.50.

**MULTIPLE PARTIES:** If there is more than one Borrower on this Note, or one or more Co-Signers, all of your obligations shall be primary. Each of you will be liable, separately and together, for all of your promises in this Note.

**WAIVERS:** If we declare the unpaid balance of the Note and earned interest to be immediately due and payable, you waive your rights to require us to do certain things. Those things are:

- (i) to demand payment of amounts due (known as "presentment");

- (ii) to give notice that amounts due have not been paid (known as "notice of dishonor"); and
- (iii) to obtain an official certification of nonpayment (known as "protest").

We waive the right to treat any property other than the Collateral as security for this Note. A waiver of any other of our rights under this Note will not be effective unless it is in a signed writing.

**NO NOTICE OR LOSS OF RIGHTS:** We can do any of the following without telling you or losing any rights against you or the Collateral:

- (i) accept a check or other order marked "paid in full" or with similar language as a partial payment under this Note unless addressed to us as "Collection Manager"; or
- (ii) give additional time for payment of any amount owing under this Note; or
- (iii) exercise, give up or delay exercising any right against any person or property; or
- (iv) add or release any person or property obligated under this Note; or
- (v) fail to protect or enforce our interest in any of the Collateral.

**RISK OF LOSS:** You will remain bound by this Note even if the Collateral is lost, stolen, damaged or destroyed.

**BENEFIT AND BURDEN:** All the benefits of this Note shall favor us, our successors and assigns. The obligations shall bind you, and your heirs, personal representatives and assigns.

**NOTICES:** Unless otherwise required by law, each demand or notice under this Note shall be delivered or sent by regular mail, addressed to the party at the address as provided in this Note. Either party may change its address by giving such a notice to the other party. Reasonable notice, when notice is required, shall be deemed to be 10 days.

**WARRANTIES AND REPRESENTATIONS:** You warrant and represent that the funds (Collateral) are obtained and will be used in connection with lawful activities, pursuits, endeavors, ventures or businesses, and you will not use the funds (Collateral) to violate any law that could result in forfeiture proceedings being instituted.

You agree to promptly inform us of any proposed proceedings or actions proceeding which would subject the funds (Collateral) to forfeiture to a governmental body.

**LAW:** This Note will be governed by the laws of the Commonwealth of Pennsylvania, unless federal laws apply.

#### SECURITY AGREEMENT

**SECTION 1. LOAN AND COLLATERAL.** When you sign this Note and deliver it to us, and complete the other required details, we will make a loan to you. This Security Agreement applies only to personal property described as Collateral on the front side of this Note. As used in the following Sections of this Security Agreement, "you" also includes any Co-Owner of the Collateral.

#### SECTION 2. YOUR OTHER AGREEMENTS.

**2.1 OWN, SELL, ETC.** You own the Collateral free and clear of all liens and security interests. You will not sell, transfer, lease, give, deliver or otherwise dispose of the Collateral, in whole or in part, to any person who is not a party to this Security Agreement. You will not permit any lien or security interest to be obtained on the Collateral other than ours.

**2.2 MAINTAINING THE COLLATERAL.** At your cost, you will maintain the Collateral in good condition and repair. You will preserve it against loss or damage. You will pay all taxes and other charges on the Collateral. You will not use the Collateral illegally or for hire.

**2.3 DEPOSIT ACCOUNTS.** If the Collateral consists of a deposit account or certificate of deposit, we may refuse to allow you to close the account or withdraw any sums from it. If the account or certificate of deposit matures while the Note remains unpaid, we will automatically renew the deposit for the same time period as provided in the deposit agreement, unless you and we agree that the deposit should be renewed on other terms. The renewal deposit shall be Collateral subject to this Security Agreement.

**2.4 INSURANCE.** While any sums are owed on this Note, you will carry insurance on any Collateral which is not in our possession against fire, theft and other casualty. The policy must contain a deductible clause and be in an amount and with an insurer that are satisfactory to us. The policy must name us as the "loss-payee." The policy must provide that any loss is to be payable to you and to us as our interests appear. It must also provide that we be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, you shall deliver the policies, certificates or other evidence of insurance to us. In the event of any loss or damage to the Collateral, you will immediately notify us in writing and file a proof of loss with the insurer. We may file a proof of loss or on your behalf if you fail or refuse to do so. We may also sign your name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Collateral. If it is economically feasible, in our judgment, we will apply the insurance proceeds to repair or replace the Collateral. Otherwise, we will apply the proceeds to reduce the sums you owe on this Note.

**2.5 NOTING OUR SECURITY INTEREST.** If a certificate of title is issued for the Collateral, you will assist us in having our security interest noted on the certificate of title.

**2.6 YOUR AUTHORITY TO US.** If you fail to do what is required of you by Sections 2.2, 2.4 and 2.5, we may, if we choose, perform your obligations and pay such costs and expenses. We will add the amounts we advance to the sums you owe on this Note, on which we impose interest as provided in this Note. If you fail

to honor your promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Collateral in good condition and repair, may, if we alone choose, advance any sums you promised to pay and obtain replacement insurance. However, any replacement insurance we obtain to cover loss or damage to the Collateral may be limited to an amount not greater than what you owe on this Note. Any amount we advance on your behalf will be added to the balance on which we impose Finance Charges at the Annual Percent Rate of this Note, and may be repayable: (i) immediately upon demand; (ii) along with your monthly payments; or (iii) at the end of the Note, as we alone specify. Our payments on your behalf will not cure your failure to perform your promises in this Security Agreement.

**2.7 INSPECTION.** You will permit us to inspect the Collateral at any reasonable time.

**SECTION 3. NO LOSS OF RIGHTS.** The Note and this Security Agreement may be negotiated, assigned, extended or renewed by us without releasing any you or the Collateral. We may add or release any person or property obligated under the Note and this Security Agreement without losing our rights in the Collateral.

**SECTION 4. DEFAULT.** A Default under the Note will be a Default under this Security Agreement. In addition to all the rights and remedies of a secured party upon default which are provided under the Uniform Commercial Code, upon declaring the Note to be immediately due and payable:

**4.1 APPLICATION OF DEPOSITS.** We may apply any deposits included in the Collateral against the sums the you owe on this Note. If the Collateral consists of a time deposit or certificate of deposit, we may terminate the deposit before maturity to realize on the Collateral. If we terminate the deposit, the contract deposit or applicable law may require that we impose substantial penalties for early withdrawal.

**4.2 SURRENDER OF COLLATERAL.** We may require you to surrender the Collateral to us at a reasonably convenient place we designate.

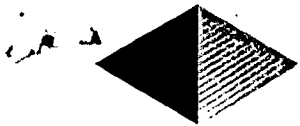
**4.3 PEACEFUL REPOSSESSION.** If you don't surrender the Collateral to us, we may take possession of it, with or without legal process, in accordance with law. You authorize us to peacefully enter upon any premises where the Collateral may be located for the purpose of taking possession and removing it.

**4.4 EXPENSES OF REPOSSESSION AND STORAGE.** We may charge to you reasonable expenses in repossessing, transporting, repairing, storing and selling the Collateral so long as they are allowed by law.

**4.5 SALE OF COLLATERAL.** We may sell, assign or deliver the Collateral to one or more public or private sales. We will give you reasonable notice of the time and place of sale. We may purchase the Collateral at that sale, free of any equitable or legal right or claim you may have in the Collateral. We will apply proceeds of sale first to our expenses and then to the sums you owe on this Note. We will pay any surplus to you. If a sum is still owed to us, you and the Co-Signer must pay it to us.

#### NOTICE OF PROPOSED CREDIT INSURANCE

The Signer(s) of this Note hereby take(s) notice that Group Credit Life Insurance coverage and/or Group Credit Accident and Health Insurance coverage will be applicable to this Note if so marked on the front of this Note, and each such type of coverage will be written by the insurance company named. This insurance is subject to acceptance by the insurer, covers only the person(s) signing the request for such insurance. The amount of charge is indicated for each type of credit insurance to be purchased. The term of the insurance will commence as of the date the indebtedness is incurred or on the date from which the interest or Finance Charges accrue, if later, and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, the will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.



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.

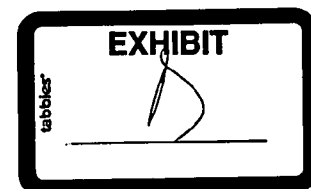
This Notice explains how the program works.

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.



NOTE AND SECURITY AGREEMENT, Dated January 23, 1998

NOTICE: If checked ☐, see separate Itemization of Amount Financed

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. 9.75 %	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. \$ 16,851.17	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. \$ 29,603.63	<b>Total of Payments</b> The amount you will have paid after you have made all scheduled payments. \$ 46,454.80
--	--	---	---

Your Payment Schedule will be: e means an estimate

Number of Payments	Amount of Payments	When Payments Are Due
119	\$ 387.12	Monthly, beginning February 28, 1998
1	387.52	January 28, 2008

Security: You are giving a security interest in:  
☐ the goods or property being purchased.  
☒ (brief description of other property) Mortgage on residence located at R.D. 1, Box 401, Woodland, PA. 16881

Filing Fees \$ 13.50

Late Charge: If a payment is late, you will be charged 5% of the payment, but not more than \$2.50.  
 Prepayment: If you pay off early, you may be entitled to a refund of part of the Finance Charge.  
 Required Deposit: The Annual Percentage Rate does not take into account your required deposit.  
 See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed	
Amount Financed	\$ 29,603.63
Amount given to you directly	\$ 25,000.00
Amount paid on your account	\$
Amount paid to others on your behalf to public officials	\$
to insurance company*	\$ 4,603.63
to	\$
to	\$
to	\$
to	\$

The Annual Percentage Rate, Amount Financed and Payment Schedule shown above are part of this Note and Security Agreement (which is called the "Note"). You are the person (or persons) who signs as "Borrower" or "Co-Signer" below. If more than one person signs below, each of you will be liable, separately and together, for all of your promises in this Note.

\*we may receive a portion of this amount

YOU PROMISE

CLEARFIELD BANK & TRUST CO., Clearfield, Pennsylvania 16830

TO PAY TO US:

or to our order, at any of our offices, the Total of Payments, as provided above, in the number of equal monthly payments shown in the Payment Schedule. Payments are due beginning on the date indicated in the Payment Schedule and on the same day of each following month until we are paid in full.

**SECURITY AGREEMENT:** As security for the prompt payment of the sums you owe and the proper performance of your promises in this Note, you and all "Co-Owners" signing below grant us:

(i) a security interest in the following personal property, and its equipment and accessories:

- 1.
- 2.
- 3.

Our security interest includes parts, called "accessions," added to the personal property at any later time.

(ii) a Mortgage upon residence located at R.D. 1, Box 401, Woodland, PA. 16881

All the property which secures this Note is called the "Collateral." Our rights and your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

IF NO REAL OR PERSONAL PROPERTY IS IDENTIFIED ABOVE, THIS NOTE IS UNSECURED.

**CREDIT INSURANCE IS NOT REQUIRED:** Subject to acceptance by the insurer named below, credit insurance is available through us for the term of this Note at the costs shown below. Single Credit Life and Single Credit Accident & Health Insurance are available to any one Borrower or Co-Signer signing below for insurance. Joint Credit Life and Joint Credit Accident and Health Insurance are available to both Buyers signing for such insurance below. No credit insurance will be provided unless the appropriate statement(s) is signed by the Buyer(s) to be insured and the costs shown below are included in the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

By signing, you want Single Credit Life Insurance, which costs \$

What is your age? \_\_\_\_\_ Years

Signature of Buyer to be insured for Single Credit Life Insurance

By signing, you want Single Credit Accident & Health Insurance, which costs \$ 1,918.57

What is your age? 50 Year:

Signature of Buyer to be insured for Single Credit Accident & Health Insurance

By signing, you both want Joint Credit Life Insurance, which costs \$ 2,685.06

What are your ages? 50

1. [Signature]  
2. [Signature]

Signatures of both Buyers to be insured for Joint Credit Life Insurance.

By signing, you both want Joint Credit Accident & Health Insurance which costs \$ \_\_\_\_\_

What are your ages? \_\_\_\_\_ Percentage to be insured \_\_\_\_\_%

Signatures of both Buyers to be insured for Joint Credit Accident & Health Insurance.

Insurer: USLife Credit Life Insurance Company, Schaumburg, IL

☐ Other

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.

BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.

YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

[Signature]  
Borrower's Signature  
[Signature]  
Borrower's Signature

R.D. 1, Box 401, Woodland, PA. 16881  
Address

R.D. 1, Box 401, Woodland, PA. 16881  
Address

NOTICE TO CO-SIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the Borrower cannot pay, you may have to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the Borrower does not pay. The creditor can collect this debt from you without first trying to collect from the Borrower. The creditor can use collection methods against you that can be used against the Borrower, such as suing you in court.

The Creditor can collect this debt from you without first trying to collect from the Borrower. The creditor can use collection methods against you that can be used against the Borrower, such as suing you in court.

CO-SIGNER'S SURETY AGREEMENT: You, the person (or persons) signing as "Co-Signer" below, promise to pay to us, or to our order, the Total of Payments

EXHIBIT

tabb

will have to.

late fees or

use the same

alt, that fact

HOMEOWNER'S NAME(S): Ralph Hunter Jr.  
Carolyn L. Hunter

MAILING ADDRESS: 161 Hunters Rd.  
Woodland, PA 16881

ACCOUNT NO.: 1078914

ORIGINAL LENDER: Clearfield Bank & Trust Company

CURRENT LENDER/SERVICER: Clearfield Bank & Trust Company

DATE: November 23, 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.

## **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.

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.

Article Addressed to:

Ralph Hunter Jr.  
161 Hunters Rd.  
Woodland, PA 16881

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent  
B. Received by (Print Name) ☒ Addressee  
C. Date of Delivery  
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

Article Number 7006 3450 0003 9550 8544  
(Transfer from service label)

Form 3811, February 2004

Domestic Return Receipt

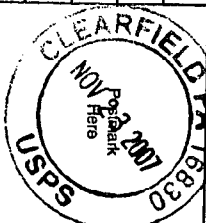
102595-02-M-1540

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

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



Sent to Ralph Hunter Jr.

Street, Apt. No., or PO Box No. 161 Hunters Rd.

City, State, ZIP+4 Woodland, PA 16881

PS Form 3800, August 2006

See Reverse for Instructions

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.

Article Addressed to:

Carolyn L. Hunter  
161 Hunters Rd.  
Woodland, PA 16881

A. Signature ☒ Agent  
B. Received by (Print Name) ☒ Address  
C. Date of Delivery  
D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

Article Number 7006 3450 0003 9550 8551  
(Transfer from service label)

Form 3811, February 2004

Domestic Return Receipt

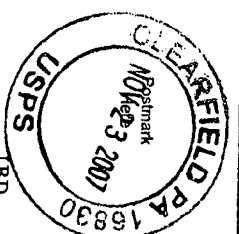
102595-02-M-11

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

For delivery information visit our website at www.usps.com

OFFICIAL USE

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



Sent to Carolyn L. Hunter

Street, Apt. No., or PO Box No. 161 Hunters Rd.

City, State, ZIP+4 Woodland, PA 16881

PS Form 3800, August 2006

See Reverse for Instructions

7006 3450 0003 9550 8544

7006 3450 0003 9550 8551



**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  
Lori A. Kurtz, Assistant Vice President and  
Collection Manager

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA  
NO: 08-1761-CD

CLEARFIELD BANK AND TRUST COMPANY

vs

SERVICE # 1 OF 2

RALPH HUNTER JR. and CAROLYN L. HUNTER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/18/2008

HEARING:

PAGE: 104679

DEFENDANT:

RALPH HUNTER JR. 145

ADDRESS:

RR#1-BOX 401 AKA 145 HUNTERS ROAD  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: DEFENDANT/AAR

☒ CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

FILED

018:30am  
OCT 01 2008

William A. Shaw

Prothonotary/Clerk of Courts

**SHERIFF'S RETURN**

NOW, 9/30/08 AT 330 AM / PM **SERVED** THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON RALPH HUNTER JR., DEFENDANT

BY HANDING TO

Ralph Hunter

self

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

ADDRESS SERVED

145 Hunters Rd Woodland Pa

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR RALPH HUNTER JR.

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

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

I MAKE RETURN OF **NOT FOUND** AS TO RALPH HUNTER JR.

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

[Signature]  
Deputy Signature

S. Hunter  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NO: 08-1761-CD

CLEARFIELD BANK AND TRUST COMPANY

VS

SERVICE # 2 OF 2

RALPH HUNTER JR. and CAROLYN L. HUNTER

COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 10/18/2008

HEARING:

PAGE: 104679

DEFENDANT:

CAROLYN L. HUNTER

ADDRESS:

RR#1 BOX 401 AKA 145 HUNTERS ROAD  
WOODLAND, PA 16881

ALTERNATE ADDRESS

SERVE AND LEAVE WITH:

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS:

VACANT

OCCUPIED

ATTEMPTS

**SHERIFF'S RETURN**

NOW, 9/30/08 AT 3:30 AM/PM SERVED THE WITHIN

COMPLAINT IN MORTGAGE FORECLOSURE ON CAROLYN L. HUNTER, DEFENDANT

BY HANDING TO

Ralph Hunter

husband

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

ADDRESS SERVED

145 Hunters rd Woodland Pa

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

COMPLAINT IN MORTGAGE FORECLOSURE FOR CAROLYN L. HUNTER

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

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

I MAKE RETURN OF **NOT FOUND** AS TO CAROLYN L. HUNTER

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

SWORN TO BEFORE ME THIS

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

So Answers: CHESTER A. HAWKINS, SHERIFF

BY:

*[Signature]*  
Deputy Signature

S. Hunter  
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 104679  
NO: 08-1761-CD  
SERVICES 2  
COMPLAINT IN MORTGAGE FORECLOSURE

PLAINTIFF: CLEARFIELD BANK AND TRUST COMPANY  
vs.  
DEFENDANT: RALPH HUNTER JR. and CAROLYN L. HUNTER

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	BCCZ	2651	20.00
SHERIFF HAWKINS	BCCZ	2651	30.27

5  
FILED  
9131430  
JAN 12 2009  
William A. Shaw  
Prothonotary/Clerk of Courts

Sworn to Before Me This

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

So Answers,



Chester A. Hawkins  
Sheriff