

00-310-CD
FIRST COMMONWEALTH BANK s/i/i/t -vs- ROBERT L. KRACH et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

114 FIRST COMMONWEALTH BANK
Successor in Interest to DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

Case No. 00-310-CD

vs.

84 ROBERT L. KRACH and HELEN J.,
KRACH (Deceased),

COMPLAINT IN MORTGAGE
FORECLOSURE

Defendants.

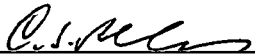
Filed on behalf of First Commonwealth
Bank Successor in Interest to Deposit Bank,
Plaintiff

Counsel of record for this party:

Christopher J. Richardson, Esquire
Pa. I.D. No. 44841
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

I hereby verify that the
property to be foreclosed
upon is:

Two South Main Street
DuBois, Pennsylvania 15801-1813



Christopher J. Richardson, Esquire
Brett A. Solomon, Esquire
Attorneys for Plaintiff

FILED

MAR 10 2000

William A. Shaw
Prothonary

FIRST COMMONWEALTH BANK
Successor in Interest to DEPOSIT BANK,

VS.

Defendants.

Case No. _____

Lawyer Referral Service
800-692-7375

FIRST COMMONWEALTH BANK
Successor in Interest to DEPOSIT BANK,

VS.

Defendants.

Case No. _____

AND NOW COMES the Plaintiff, First Commonwealth Bank, Successor in Interest to Deposit Bank, by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

4. On or about December 16, 1993, Robert L. Krach and Helen J. Krach (the "Borrowers") executed a Mortgage Note (the "Note"), whereby Borrowers became obligated to pay the Bank the principal amount of \$50,000.00 with interest as more particularly set forth in the Note. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

5. The obligations evidenced by the Note are secured by a Mortgage dated December 16, 1993 ("Mortgage") given by Borrowers to Bank, granting the Bank a security interest in certain real properties located in the County of Clearfield, Pennsylvania, as more particularly described therein

("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") in Mortgage Book Volume 1576, page 554. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

6. The Borrowers are in default of the provisions of the Note and Mortgage for failure to make payment when due.

7. Borrowers are the record and real owners of the Premises.

8. There has been no assignment, release or transfer of the Note or the Mortgage.

9. Notices pursuant to 41 P.S. §101et.seq. (Act 6) were not required because the Premises is not "Residential Real Property" as defined in 41 P.S. §101.

10. Notices pursuant to 35 P.S. §1680.401c et.seq. (Act 91) were not required because the Premises is not "the principal residence of the Mortgagor" as set forth in 35 P.S. §1680.401c.

11. The amount due to Bank under the Note and the Mortgage as of January 18, 2000 is as follows:

Principal	\$35,011.24
Interest through January 18, 2000	3,422.85
(interest accruing thereafter at \$9.2391 per day)	
Late Fees.....	504.66
Costs.....	to be added
Attorneys' Fees	<u>to be added</u>
TOTAL	\$ 38,938.75

12. The total amount due to Bank under the Note and the Mortgage as of January 18, 2000 was Thirty-Eight Thousand Nine Hundred Thirty-Eight and 75/100 Dollars (\$38,938.75) plus interest accruing from January 18, 2000, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Thirty-Eight Thousand Nine Hundred Thirty-Eight and 75/100 Dollars (\$38,938.75) , plus continuing interest at the contract rate, late charges, reasonable attorneys' fees as authorized by the Note and costs of foreclosure and sale of the Mortgaged Premises.

TUCKER ARENSBERG, P.C.

By:



Christopher J. Richardson, Esquire

Pa. I.D. No. 44841

Brett A. Solomon, Esquire

Pa. I.D. No. 83746

1500 One PPG Place

Pittsburgh, Pennsylvania 15222

(412) 566-1212

bf 121981

11555-24406

Attorneys for First Commonwealth Bank, Successor
in Interest to Deposit Bank, Plaintiff

Mortgage Note

\$ 50,000.00

December 16, 1993

For Value Received, we, ROBERT L. KRACH and HELEN J. KRACH of R.D. #2,

Reynoldsville, Pennsylvania

(hereinafter called "the Undersigned")

promises to pay to the order of DEPOSIT BANK

its successors or assigns, in

lawful money of the United States of America, the sum of Fifty Thousand

Dollars (\$ 50,000.00) and any additional moneys loaned or advanced by any holder hereof as hereinafter provided, as follows: *Fifty Thousand (\$50,000.00) Dollars, together with interest thereon at the rate of Nine and One Half (9.50%) percent per annum, payable within ten (10) years, at the rate of Six Hundred Forty Six and 99/100 (\$646.99) Dollars per month beginning on February 1, 1994 and continuing on the same day of each month thereafter until the principal debt and interest are paid in full; said payments shall be applied, first, to payment of interest, and the balance to payment of principal; said Mortgagors shall have the right to anticipate any or all payments.*

The undersigned shall have the right to prepay the principal of the loan in full at any time upon payment of the sum of 1% of the outstanding principal in addition to all other sums then due and owing on the loan.

and any balance of principal or interest remaining unpaid on January 1, 2004 shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent (6%) of any such overdue payment as compensation for the additional service resulting from the default; all payments to be made at 2 East Long Avenue, DuBois, Pennsylvania or at any other Office of Deposit Bank

, Pennsylvania or elsewhere as shall be directed by any holder hereof.

This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms of said Mortgage, and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage, the entire unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

This Note is secured by a Mortgage of even date herewith upon real estate described therein.

Witness the due execution hereof the day and year first above written.

Witnessed by:

Christopher J. Shaw
Christopher J. Shaw

Robert L. Krach (SEAL)
Helen J. Krach (SEAL)

PLAINTIFF'S
EXHIBIT

A

Guaranty and Suretyship Agreement

For Value Received and intending to be legally bound, the Undersigned does hereby unconditionally guarantee and become surety for the due and punctual payment of each installment of principal of and interest on the within Mortgage Note as and when each said installment shall respectively become due and payable in accordance with the terms thereof, whether at maturity or by declaration, acceleration or otherwise, as well as all additional loans or advances and all other sums paid by any holder of said Note to or on behalf of the maker thereof pursuant to the terms of said Note or the Mortgage securing the same.

The Undersigned hereby waives any presentment for payment, notice of nonpayment, demand or protest, declares that this obligation is absolute and unconditional, and agrees that it shall not be released by any extension of time for payment or by any other matter or thing whatsoever whereby the Undersigned as absolute guarantor and surety otherwise would or might be released.

In case default be made for the space of thirty (30) days in the payment of any sums due under said Mortgage Note, the Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder thereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder thereof to or on behalf of the maker of said Mortgage Note pursuant to the terms thereof or of the Mortgage securing the same, together with interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

These presents shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee of said Mortgage Note, its successors and assigns. If executed by more than one person, this obligation and the undertakings hereunder shall be joint and several.

Witness the due execution hereof this _____ day of _____, 19____

Witnessed by:

_____(SEAL)
_____(SEAL)

*Mortgage
Note*

FROM
ROBERT L. KRACH
HELEN J. KRACH

TO
DEPOSIT BANK

VOL 1576 PAGE 554

Mortgage

Made this Sixteenth day of December, 1993

Between

ROBERT L. KRACH and HELEN J. KRACH, husband and wife of R.D. #2
Reynoldsville, Jefferson County, Pennsylvania

(hereinafter, whether one or more, called "Mortgagor")

And

DEPOSIT BANK, a Pennsylvania Banking Corporation of 2 East Long
Avenue, DuBois, Pennsylvania

(hereinafter called "Mortgagee")

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the
"Note") of even date herewith, payable to the order of Mortgagee in the principal sum of Fifty

Thousand

Dollars (\$ 50,000.00),

lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned
or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the note, in the manner
and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically
incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of
the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note,
does grant and convey unto Mortgagee, its successors and assigns: Both of the within described
parcels:

Parcel in Clearfield County, Pennsylvania

ALL that certain piece or parcel of land situate in the City
of DuBois, Clearfield County, Pennsylvania, bounded and described
as follows, to wit:

BEGINNING at an iron pipe at the corner of South Main Street and
West Long Avenue; thence along the Northwesterly margin of South
Main Street, South 27 degrees 30 minutes West 60 feet to an iron
pipe; thence along the Northeasterly line of Bolam land, North 62
degrees 30 minutes West 77.6 feet to an iron pipe; thence along
the Easterly margin line of premises conveyed by former grantor
to Esther Kelege, North 27 degrees 30 minutes East 60 feet to an
iron pipe; thence along the Southwesterly margin line of West
Long Avenue, South 62 degrees 30 minutes East 77.6 feet to the
place of beginning.

BEING the same premises conveyed to Robert L. Krach and
Helen J. Krach, mortgagors herein, by deed of Ward L. Thomas, Jr.
and Christina L. Thomas, dated December 14, 1993, intended to be
recorded herewith in the Office of the Register and Recorder of
Clearfield County, Pennsylvania.

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



Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 1:44pm 12-17-93
BY Chris Shaw
FEES 13.50
Karen L. Starck, Recorder

PLAINTIFF'S
EXHIBIT

tabbies

B

Parcel in Jefferson County, Pennsylvania

ALL that certain tract of land situate, lying and being in the Township of Winslow, Jefferson County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the line of the original tract; thence through said larger tract, North 87 degrees West, a distance of 126 perches to a post; thence South 2 degrees West, 97-1/2 perches to a post; thence South 88 degrees East, a distance of 126 perches to a post; thence North 2 degrees East a distance of 95-1/2 perches to the place of beginning. Containing 75 acres, more or less.

EXCEPTING AND RESERVING, nevertheless, from the within description a certain two acre piece of land situated in the Southeast corner of the within described parcel, which piece of land was previously conveyed to one George Bailey.

ALSO EXCEPTING AND RESERVING therefrom all of the coal, coal rights, and all other mineral rights to the same extent as previously reserved and excepted in any prior conveyances of this land.

BEING the same premises conveyed to Robert L. Krach and Helen J. Krach, mortgagors herein, by deed of Joseph F. Lorelli and Helen Lorelli dated April 1, 1977 which deed was recorded of record on April 25, 1977 in Jefferson County deed Volume 439 at page 1026.

This mortgage has been prepared and executed in duplicate, one of which is intended to be recorded in Clearfield County, Pennsylvania and the other of which is intended to be recorded in Jefferson County, Pennsylvania.

Together with the buildings and improvements erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest hereon, and shall keep and perform each of the other covenants, conditions, and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidences and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the Mortgaged premises and pay and discharge all Mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

(7) Mortgagor agrees not to transfer title to the mortgaged premises unless the Mortgagee consents in writing to such transfer. A transfer to the heirs or devisees of the Mortgagor in the event of the Mortgagor's death shall not come within the prohibition of the foregoing sentence.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof of the day and year first above written.

Witnessed by:

Christopher J. Shaw

Robert L. Krach (SEAL)

Christopher J. Shaw

Helen J. Krach (SEAL)
Helen J. Krach

(SEAL)

(SEAL)

Commonwealth of Pennsylvania

County of Jefferson

} ss.

On this, the 16th day of December, 1993, before me,

the undersigned officer, personally appeared ROBERT L. KRACH and HELEN J. KRACH

satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage,

and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

Donna L. Mahok

Notarial Seal
 Donna L. Mahok, Notary Public
 Sykesville Boro, Jefferson County
 My Commission Expires April 14, 1997

Commonwealth of Pennsylvania

County of

} ss.

On this, the _____ day of _____, 19____, before me,

the undersigned officer, personally appeared

satisfactorily proven to me to be the person whose name subscribed to the within Mortgage,

and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

Mortgage

FROM

ROBERT L. KRACH
HELEN J. KRACH

TO

DEPOSIT BANK

Certificate of Residence of Mortgagee

I do hereby certify that the precise residence and complete post office address of the of Deposit Bank, Mortgagee herein is as follows:

2 East Long Avenue
 P.O. Box 607A
 DuBois, PA 15801
 Commonwealth of Pennsylvania

County of

} ss.

Attorney for *Christopher Shaw*

Recorded in the Office of the Recorder of Deeds in and for said County on the
 day of _____, 19____, in Mortgage Book
 Volume _____, page _____

Witness my hand and the seal of said office the day and year aforesaid.

VERIFICATION

I, David B. Hepler, Vice President of First Commonwealth Bank, Successor in Interest to Deposit Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Vice President, I am duly authorized to make this authorization on behalf of the Bank.

A handwritten signature in black ink, appearing to read 'David B. Hepler', written over a horizontal line.

David B. Hepler
Vice President, Credit Administration
First Commonwealth Bank, Successor in Interest to
Deposit Bank

FILED
MAR 17 1997
William A. Shaw
Prothonotary
cc to SHF for Service
Att. pd.
\$0.00

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK

00-310-CD

VS

KRACH, ROBERT L.

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW MARCH 14, 2000 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY
WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD
COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE
ON ROBERT L. KRACH, DEFENDANT.

NOW MARCH 21, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE
FORECLOSURE ON ROBERT L. KRACH, DEFENDANT BY DEPUTIZING THE
SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS
HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT
HE SERVED KIM HENRY, P.I.C.

19.21 SHFF. HAWKINS PAID BY: ATTY.

32.64 SHFF. DEMKO PAID BY: ATTY.

10.00 SURCHARGE PAID BY: *atty*

SWORN TO BEFORE ME THIS

11th DAY OF April 2000
William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co., Clearfield, PA.

SO ANSWERS,

Chester A. Hawkins
My Marilyn Harris
CHESTER A. HAWKINS
SHERIFF

FILED

APR 11 2000

W.A. Shaw
William A. Shaw
Prothonotary

No. 00-310-CD

Personally appeared before me, Carl J. Gotwald, Sr., Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 21, 2000 at 6:30 o'clock P.M. served the Important Notice and Complaint in Mortgage Foreclosure upon ROBERT L. KRACH and HELEN J. KRACH (deceased), Defendants, at his residence, RD#2, Box 279K, Reynoldsville, Township of Winslow, County of Jefferson, State of Pennsylvania, by handing to Kim Henry, adult person in charge at time of service, a true and attested copy of the Notice and Complaint and by making known to her the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 31.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 32.64
Refunded:	\$ 92.36

So Answers,

Carl J. Gotwald, Sr. Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

Sworn and subscribed

to before me this 22nd

day of March 2000

By Amy Hinnan

**PROTHONOTARY
CLERK OF COURTS**

My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

TUCKER
ARENSBERG, PC
ATTORNEYS

1500 ONE PPG PLACE
PITTSBURGH, PA 15222

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

Christopher J. Robinson
Attorney for *Plaintiff*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

COPY

FIRST COMMONWEALTH BANK
Successor in Interest to DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

Case No. 00-310-CD

vs.

ROBERT L. KRACH and HELEN J.,
KRACH (Deceased),

COMPLAINT IN MORTGAGE
FORECLOSURE

Defendants.

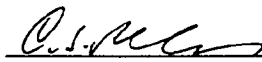
Filed on behalf of First Commonwealth
Bank Successor in Interest to Deposit Bank,
Plaintiff

Counsel of record for this party:

Christopher J. Richardson, Esquire
Pa. I.D. No. 44841
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

I hereby verify that the
property to be foreclosed
upon is:

Two South Main Street
DuBois, Pennsylvania 15801-1813



Christopher J. Richardson, Esquire
Brett A. Solomon, Esquire
Attorneys for Plaintiff

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

MAR 10 2000


Clerk

FIRST COMMONWEALTH BANK
Successor in Interest to DEPOSIT BANK.

CIVIL DIVISION

Case No. _____

Defendants.

Lawyer Referral Service
800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK	)	CIVIL DIVISION
Successor in Interest to DEPOSIT BANK,)	
)	
Plaintiff,	)	Case No. _____
)	
vs.)	
)	
ROBERT L. KRACH and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW COMES the Plaintiff, First Commonwealth Bank, Successor in Interest to Deposit Bank, by and through its counsel, Tucker Arensberg, P.C., and files the within Complaint in Mortgage Foreclosure, in support of which it avers the following:

1. Plaintiff, First Commonwealth Bank, Successor in Interest to Deposit Bank, (the "Bank"), is a banking association with business offices at Central Offices, Northwest Corner, Philadelphia and Sixth Streets, Indiana, Pennsylvania 15701-0400.

2. Defendant, Robert L. Krach, is an adult individual with a last known address of R.D. 2, Box 279 K, Reynoldsville, Pennsylvania 15851.

3. Helen J. Krach is deceased.

4. On or about December 16, 1993, Robert L. Krach and Helen J. Krach (the "Borrowers") executed a Mortgage Note (the "Note"), whereby Borrowers became obligated to pay the Bank the principal amount of \$50,000.00 with interest as more particularly set forth in the Note. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

5. The obligations evidenced by the Note are secured by a Mortgage dated December 16, 1993 ("Mortgage") given by Borrowers to Bank, granting the Bank a security interest in certain real properties located in the County of Clearfield, Pennsylvania, as more particularly described therein

("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") in Mortgage Book Volume 1576, page 554. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

6. The Borrowers are in default of the provisions of the Note and Mortgage for failure to make payment when due.

7. Borrowers are the record and real owners of the Premises.

8. There has been no assignment, release or transfer of the Note or the Mortgage.

9. Notices pursuant to 41 P.S. §101et.seq. (Act 6) were not required because the Premises is not "Residential Real Property" as defined in 41 P.S. §101.

10. Notices pursuant to 35 P.S. §1680.401c et.seq. (Act 91) were not required because the Premises is not "the principal residence of the Mortgagor" as set forth in 35 P.S. §1680.401c.

11. The amount due to Bank under the Note and the Mortgage as of January 18, 2000 is as follows:

Principal	\$35,011.24
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(interest accruing thereafter at \$9.2391 per day)	
Late Fees	504.66
Costs	to be added
Attorneys' Fees	<u>to be added</u>
TOTAL	\$ 38,938.75

12. The total amount due to Bank under the Note and the Mortgage as of January 18, 2000 was Thirty-Eight Thousand Nine Hundred Thirty-Eight and 75/100 Dollars (\$38,938.75) plus interest accruing from January 18, 2000, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Thirty-Eight Thousand Nine Hundred Thirty-Eight and 75/100 Dollars (\$38,938.75) , plus continuing interest at the contract rate, late charges, reasonable attorneys' fees as authorized by the Note and costs of foreclosure and sale of the Mortgaged Premises.

TUCKER ARENSBERG, P.C.

By:



Christopher J. Richardson, Esquire

Pa. I.D. No. 44841

Brett A. Solomon, Esquire

Pa. I.D. No. 83746

1500 One PPG Place

Pittsburgh, Pennsylvania 15222

(412) 566-1212

bf 121981

11555-24406

Attorneys for First Commonwealth Bank, Successor
in Interest to Deposit Bank, Plaintiff

Mortgage Note

\$ 50,000.00

December 16, 19 93

For Value Received, we, ROBERT L. KRACH and HELEN J. KRACH of R.D. #2,

Reynoldsville, Pennsylvania

(hereinafter called "the Undersigned")

promises to pay to the order of DEPOSIT BANK

its successors or assigns, in

lawful money of the United States of America, the sum of Fifty Thousand

Dollars (\$ 50,000.00) and any additional moneys loaned or advanced by any holder hereof as hereinafter provided, as follows: Fifty Thousand (\$50,000.00) Dollars, together with interest thereon at the rate of Nine and One Half (9.50%) percent per annum, payable within ten (10) years, at the rate of Six Hundred Forty Six and 99/100 (\$646.99) Dollars per month beginning on February 1, 1994 and continuing on the same day of each month thereafter until the principal debt and interest are paid in full; said payments shall be applied, first, to payment of interest, and the balance to payment of principal; said Mortgagors shall have the right to anticipate any or all payments.
The undersigned shall have the right to prepay the principal of the loan in full at any time upon payment of the sum of 1% of the outstanding principal in addition to all other sums then due and owing on the loan.

and any balance of principal or interest remaining unpaid on January 1, 19 2004 shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent (6%) of any such overdue payment as compensation for the additional service resulting from the default; all payments to be made at 2 East Long Avenue, DuBois, Pennsylvania or at any other Office of Deposit Bank

, Pennsylvania or elsewhere as shall be directed by any holder hereof.

This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms of said Mortgage, and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage, the entire unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

This Note is secured by a Mortgage of even date herewith upon real estate described therein.

Witness the due execution hereof the day and year first above written.

Witnessed by:

Christopher J. Shaw
Christopher J. Shaw

Robert L. Krach (SEAL)
Helen J. Krach (SEAL)

PLAINTIFF'S
EXHIBIT

A

Guaranty and Suretyship Agreement

For Value Received and intending to be legally bound, the Undersigned does hereby unconditionally guarantee and become surety for the due and punctual payment of each installment of principal of and interest on the within Mortgage Note as and when each said installment shall respectively become due and payable in accordance with the terms thereof, whether at maturity or by declaration, acceleration or otherwise, as well as all additional loans or advances and all other sums paid by any holder of said Note to or on behalf of the maker thereof pursuant to the terms of said Note or the Mortgage securing the same.

The Undersigned hereby waives any presentment for payment, notice of nonpayment, demand or protest, declares that this obligation is absolute and unconditional, and agrees that it shall not be released by any extension of time for payment or by any other matter or thing whatsoever whereby the Undersigned as absolute guarantor and surety otherwise would or might be released.

In case default be made for the space of thirty (30) days in the payment of any sums due under said Mortgage Note, the Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment; or a series of judgments, against the Undersigned in favor of any holder thereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder thereof to or on behalf of the maker of said Mortgage Note pursuant to the terms thereof or of the Mortgage securing the same, together with interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

These presents shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee of said Mortgage Note, its successors and assigns. If executed by more than one person, this obligation and the undertakings hereunder shall be joint and several.

Witness the due execution hereof this _____ day of _____, 19____

Witnessed by:

..... (SEAL)

..... (SEAL)

Mortgage Note

FROM

ROBERT L. KRACH

HELEN J. KRACH

to

DEPOSIT BANK

VOL 1576 PAGE 554

Mortgage

Made this Sixteenth day of December, 19 93

Between

ROBERT L. KRACH and HELEN J. KRACH, husband and wife of R.D. #2
Reynoldsville, Jefferson County, Pennsylvania

(hereinafter, whether one or more, called "Mortgagor")

And

DEPOSIT BANK, a Pennsylvania Banking Corporation of 2 East Long
Avenue, DuBois, Pennsylvania (hereinafter called "Mortgagee")

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the
"Note") of even date herewith, payable to the order of Mortgagee in the principal sum of Fifty

Thousand

Dollars (\$ 50,000.00),

lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned
or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the note, in the manner
and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically
incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of
the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note,
does grant and convey unto Mortgagee, its successors and assigns: Both of the within described
parcels:

Parcel in Clearfield County, Pennsylvania

ALL that certain piece or parcel of land situate in the City
of DuBois, Clearfield County, Pennsylvania, bounded and described
as follows, to wit:

BEGINNING at an iron pipe at the corner of South Main Street and
West Long Avenue; thence along the Northwesterly margin of South
Main Street, South 27 degrees 30 minutes West 60 feet to an iron
pipe; thence along the Northeasterly line of Bolam land, North 62
degrees 30 minutes West 77.6 feet to an iron pipe; thence along
the Easterly margin line of premises conveyed by former grantor
to Esther Kelege, North 27 degrees 30 minutes East 60 feet to an
iron pipe; thence along the Southwesterly margin line of West
Long Avenue, South 62 degrees 30 minutes East 77.6 feet to the
place of beginning.

BEING the same premises conveyed to Robert L. Krach and
Helen J. Krach, mortgagors herein, by deed of Ward L. Thomas, Jr.
and Christina L. Thomas, dated December 14, 1993, intended to be
recorded herewith in the Office of the Register and Recorder of
Clearfield County, Pennsylvania.

I hereby CERTIFY that this document
is a true and correct copy of the
original as recorded in the Recorder's Office of
Clearfield County, Pennsylvania.

Karen L. Starck
Recorder of Deeds

CLEARFIELD CO. ITY
ENTERED OF RECORD
TIME 1:44 PM 12-17-93
BY Chris Shaw
FEES 13.50
Karen L. Starck, Recorder

PLAINTIFF'S
EXHIBIT
B

Parcel in Jefferson County, Pennsylvania

ALL that certain tract of land situate, lying and being in the Township of Winslow, Jefferson County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post in the line of the original tract; thence through said larger tract, North 87 degrees West, a distance of 126 perches to a post; thence South 2 degrees West, 97-1/2 perches to a post; thence South 88 degrees East, a distance of 126 perches to a post; thence North 2 degrees East a distance of 95-1/2 perches to the place of beginning. Containing 75 acres, more or less.

EXCEPTING AND RESERVING, nevertheless, from the within description a certain two acre piece of land situated in the Southeast corner of the within described parcel, which piece of land was previously conveyed to one George Bailey.

ALSO EXCEPTING AND RESERVING therefrom all of the coal, coal rights, and all other mineral rights to the same extent as previously reserved and excepted in any prior conveyances of this land.

BEING the same premises conveyed to Robert L. Krach and Helen J. Krach, mortgagors herein, by deed of Joseph F. Lorelli and Helen Lorelli dated April 1, 1977 which deed was recorded of record on April 25, 1977 in Jefferson County deed Volume 439 at page 1026.

This mortgage has been prepared and executed in duplicate, one of which is intended to be recorded in Clearfield County, Pennsylvania and the other of which is intended to be recorded in Jefferson County, Pennsylvania.

VOL 1576 PAGE 556

Together with the buildings and improvements erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

To Have And To Hold the same unto Mortgagee, its successors and assigns, forever.

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest hereon, and shall keep and perform each of the other covenants, conditions, and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidences and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged premises and pay and discharge all Mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

(7) Mortgagor agrees not to transfer title to the mortgaged premises unless the Mortgagee consents in writing to such transfer. A transfer to the heirs or devisees of the Mortgagor in the event of the Mortgagor's death shall not come within the prohibition of the foregoing sentence.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof of the day and year first above written.

Witnessed by:

Christopher J. Shaver

Christopher J. Shaver

Robert L. Krach (SEAL)
Robert L. Krach

Helen J. Krach (SEAL)
Helen J. Krach

____ (SEAL)

____ (SEAL)

Commonwealth of Pennsylvania }
County of Jefferson } ss.

On this, the 16th day of December, 1993, before me,

the undersigned officer, personally appeared ROBERT L. KRACH and HELEN J. KRACH

satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage,

and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

Donna L. Mshak

Notarial Seal
Donna L. Mshak, Notary Public
Sykesville Boro, Jefferson County
My Commission Expires April 14, 1997

Commonwealth of Pennsylvania }
County of } ss.

On this, the 16th day of December, 1993, before me,

the undersigned officer, personally appeared

satisfactorily proven to me to be the person whose name

subscribed to the within Mortgage,

and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:

Mortgage

FROM

ROBERT L. KRACH
HELEN J. KRACH

TO

DEPOSIT BANK

Certificate of Residence of Mortgagee

I do hereby certify that the precise residence and complete post office address of the of Deposit Bank, Mortgagee herein is as follows:

2 East Long Avenue
P.O. Box 607A
DuBois, PA 15801
Commonwealth of Pennsylvania

County of

} ss.

Recorded in the Office of the Recorder of Deeds in and for said County on the
day of , 19 , in Mortgage Book
Volume , page

Witness my hand and the seal of said office the day and year aforesaid.

VERIFICATION

I, David B. Hepler, Vice President of First Commonwealth Bank, Successor in Interest to Deposit Bank, do hereby depose and say, subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities, that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct upon my information and belief. I further depose and say that, in my position as Vice President, I am duly authorized to make this authorization on behalf of the Bank.

A handwritten signature in black ink, appearing to read 'D B Hepler', written over a horizontal line.

David B. Hepler
Vice President, Credit Administration
First Commonwealth Bank, Successor in Interest to
Deposit Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK
Successor in Interest to DEPOSIT BANK

CIVIL DIVISION,

Plaintiff,

No. 00-310-CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

84
44
ROBERT L. KRACH and
HELEN J. KRACH (Deceased)

Defendants.

Filed on behalf of Plaintiff,
PNC BANK, N.A.

Counsel of record for this party:

Christopher J. Richardson, Esq.
Pa. I.D. #44841
Brett A. Solomon, Esq.
Pa I.D. #83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

FILED

APR 24 2000

A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK	)	CIVIL DIVISION,
Successor in Interest to DEPOSIT BANK)	
)	
Plaintiff,	)	No.
vs.)	
)	
ROBERT L KRACH and,)	
HELEN J. KRACH,)	
)	
Defendants.)	

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE


TO: Prothonotary

Kindly enter Judgment against the defendants above named in default of an Answer, in the amount of \$40,006.84 plus continuing interest at the contract rate of 9.2391 per diem together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 38,938.75
Interest from 1/18/00 to 4/30/00 @ 9.2391/diem \$35,011.24	\$ 951.63
Late Charges from 1/18/00 to 4/30/00 @ 6% of the monthly payment or \$38.82 per month	<u>\$ 116.46</u>
TOTAL	\$ 40,006.84

I hereby certify that appropriate Notices of Default , as attached have been mailed in accordance with PA R.C.P. 237.1 on the dates indicated on the Notices.

TUCKER ARENSBERG, P.C.



Christopher J. Richardson, Esq.
Attorneys for plaintiff, PNC BANK, N.A.

First Commonwealth
Plaintiff : ~~PNC BANK, N.A.~~; c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pgh., PA 15222
Defendant: ROBERT L KRACH & HELEN J. KRACH, R.D. 2 Box 279 K Reyonldsville, PA. 15851


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK	)	CIVIL DIVISION,
Successor in Interest to DEPOSIT BANK)	
)	
Plaintiff,	)	No.
)	
vs.)	
)	
ROBERT L. KRACH and,)	
HELEN J. KRACH (Decreased))	
)	
Defendants.)	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

I, Christopher J. Richardson, being duly sworn according to law, hereby depose and say that the defendants are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Christopher J. Richardson

Sworn to and subscribed before me this

17th day of April 2000.



Notary Public

Notarial Seal
Lucinda L. Sheffler, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Aug. 8, 2002
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK
Successor to FIRST STATE BANK

CIVIL DIVISION

vs.

Case No. 00-310-CD

ROBERT
HELEN

Defendant.

TO: ROBERT L. KRACH
R.D. #2, Box 279K
Reynoldsville, PA 15851

DATE OF NOTICE: April 12, 2000

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:

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
HARRISBURG, PA
(800) 692-7375

TUCKER ARENSBERG, P.C.


Christopher J. Richardson, Esquire
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK
Successor to [illegible] BANK

CIVIL DIVISION

vs.

Signed

Case No. 00-310-CD

ROBERT
HELEN

Defendant.

TO: ROBERT L. KRACH
R.D. #2, Box 279K
Reynoldsville, PA 15851

DATE OF NOTICE: April 12, 2000

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:

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
HARRISBURG, PA
(800) 692-7375

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

Christopher J. Richardson, Esquire
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, ROBERT L. KRACH, by depositing thereof in the United States mail, first class postage prepaid, on the 10th day of April, 2000, at the following address:

ROBERT L. KRACH
R.D. #2, Box 279K
Reynoldsville, PA 15851



Christopher J. Richardson, Esquire

FILED

Atty. Pt.

20.00

3:17 PM

APR 24 2000

Notice to Def.

William A. Shaw Statement to P/A

Prothonotary

CRB

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION,

No. 00-310-CD

VS.

**ROBERT L. KRACH and,
HELEN J. KRACH (Decreased)
Defendants.**

NOTICE OF JUDGMENT

To: ROBERT L. KRACH
R.D. 2, Box 279 K
Reynoldsville, PA. 15701

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on April 24, 2000, in the amount of \$40,006.84 plus continuing interest at the contract rate together with costs, late charges, and attorneys fees.

Prothonotary

COPY

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

FIRST COMMONWEALTH BANK Successor

in Interest to DEPOSIT BANK

Plaintiff

No. 00-476-CD

vs.

Real Debt \$40,006.84

Atty's Comm _____

ROBERT L. KRACH and

HELEN J. KRACH (Deceased)

Defendant(s)

Costs _____

Int. From _____

Entry \$ 20.00

Instrument Default Judgment

Date of Entry April 24, 2000

Expires April 24, 2005

Certified from the record this 24th day of April, 2000

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20 ____, 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

FIRST COMMONWEALTH BANK,
Successor in Interest to DEPOSIT BANK

Plaintiff,

vs.

ROBERT L. KRACH, and
HELEN J. KRACH

Defendants.

CIVIL DIVISION

No. 00-³¹⁰~~476~~ CD

AFFIDAVIT OF ACT 91

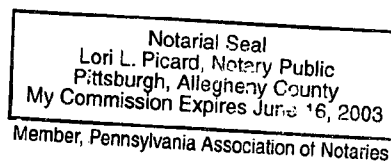
Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

Counsel of record for Plaintiff:
Christopher J. Richardson, Esquire
Pa. I.D. #44841
Brett A. Solomon, Esquire
Pa I.D. #83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

FILED

SEP 11 2000

William A. Shaw
Prothonotary



5

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
Successor in Interest to DEPOSIT BANK

Plaintiff,

vs.

ROBERT L. KRACH, and
HELEN J. KRACH

Defendants.

CIVIL DIVISION

³⁰
No. 00-476-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

Counsel of record for Plaintiff:
Christopher J. Richardson, Esquire
Pa. I.D. #44841
Brett A. Solomon, Esquire
Pa I.D. #83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

FILED

SEP 11 2000

William A. /
Prothonotary

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.

DATED:

Aug. 28, 2000

By

C. J. Richardson

Christopher J. Richardson
Attorney for Plaintiff

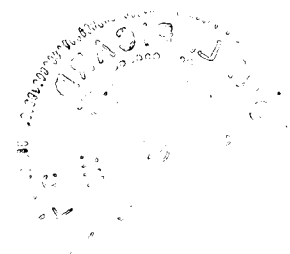
Sworn to and subscribed before me this
28th day of August 2000.

Lori L. Picard

Notary Public

Notarial Seal
Lori L. Picard, Notary Public
Pittsburgh, Allegheny County
My Commission Expires June 16, 2003

Member, Pennsylvania Association of Notaries



FILED

mb:54
SEP 11 1 2000

ICC
SHST

William A. Shaw
Rothman Library

A handwritten signature, possibly "E. Shaw", written in ink.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
Successor in Interest to DEPOSIT BANK

CIVIL DIVISION

No. 00-³¹⁰~~476~~ CD

Plaintiff,

vs.

ROBERT L. KRACH, and
HELEN J. KRACH

Defendants.

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

Counsel of record for Plaintiff:
Christopher J. Richardson, Esquire
Pa. I.D. #44841
Brett A. Solomon, Esquire
Pa I.D. #83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

FILED

SEP 11 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
Successor in Interest to DEPOSIT BANK

CIVIL DIVISION

Plaintiff,

No. 00-476 CD

vs.

ROBERT L. KRACH, and
HELEN J. KRACH

Defendants.

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANT

Before me, the undersigned Notary Public, appeared Christopher J. Richardson, Esquire, who
being duly sworn, deposes and said as follows:


1. That he is counsel for the Plaintiff in the above-referenced matter.
2. That to the best of his knowledge information and belief, the last known address of
Defendants is: R.D. #2 , Box 279 K, Reynoldsville, PA. 15851

TUCKER ARENSBERG, P.C.

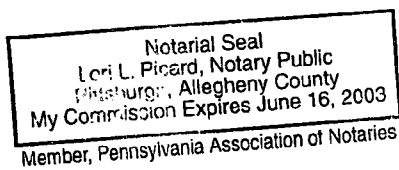


Christopher J. Richardson, Esquire
Attorney for FIRST COMMONWEALTH BANK

Sworn and subscribed before me this
28th day of August 2000.



Notary Public



FILED 1 CC
SEP 11 2000 shs
William A. Shaw
Probationary E
REL

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
Successor in Interest to DEPOSIT BANK

CIVIL DIVISION

Plaintiff

No. 00-³¹⁰~~476~~ CD

vs.

AFFIDAVIT OF ACT 6

ROBERT L. KRACH, and
HELEN J. KRACH

Defendants.

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

Counsel of record for Plaintiff:
Christopher J. Richardson, Esquire
Pa. I.D. #44841
Brett A. Solomon, Esquire
Pa I.D. #83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

FILED

SEP 11 2000

Will Shaw
Promulgatory

(2)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
Successor in Interest to DEPOSIT BANK
Plaintiff,

vs.

54
44
ROBERT L. KRACH, and
HELEN J. KRACH (Deceased)

Defendants.

CIVIL DIVISION

No. 00-³¹⁰476-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

Counsel of record for Plaintiff:

Christopher J. Richardson, Esquire
Pa. I.D. #44841
Brett A. Solomon, Esquire
Pa. I.D. #83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

CERTIFICATE OF ADDRESS:

Two South Main Street
City of Dubois
Tax Parcel No. 7-1-02-361-A

FILED

SEP 11 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK ,)	
Successor in Interest to DEPOSIT BANK	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-476-CD
)	
vs.)	
)	
ROBERT K. KRACH, and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	


PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount	\$40,006.84
Interest from 4/30/00 through 11/10/00 @ 9.2391 per diem	\$ 1,792.38
Late Charges @\$32.82 per month from 4/30/00 through 11/10/00	\$ 196.92
Foreclosure fees	<u>\$ 1,250.00</u>
Sub-Total	\$43,246.14
Costs (to be added by the prothonotary)	\$
Total	\$

TUCKER ARENSBERG, P.C.



Christopher J. Richardson, Esquire
Attorneys for Plaintiff, FIRST
COMMONWEALTH BANK

COMMONWEALTH OF PENNSYLVANIA

)

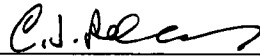
SS:

)

COUNTY OF ALLEGHENY

)

I, Christopher J. Richardson, being duly sworn according to law, hereby depose and say that the defendants, Robert L. Krach and Helen J. Krach, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



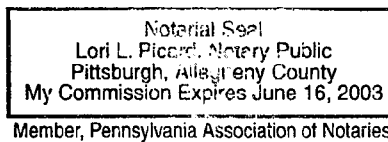
Christopher J. Richardson

Sworn to and subscribed before me this

28th day of August 2000.



Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK ,
Successor in Interest to DEPOSIT BANK

CIVIL DIVISION

Plaintiff,
vs.

No. 00-476-CD

ROBERT L. KRACH, and
HELEN J. KRACH

Defendants.

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed.

LEGAL DESCRIPTION OF REAL ESTATE


ALL that certain piece or parcel of land situate in the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe at the corner of South Main Street and West Long Avenue; thence along the Northwesterly margin of South Main Street, South 27 degrees 30 minutes West 60 feet to an iron pipe; thence along the Northeasterly line of Bolam land, North 62 degrees 30 minutes West 77.6 feet to an iron pipe; thence along the Easterly margin line of premises conveyed by former grantor to Esther Kelege, North 27 degree 30 minutes East 60 feet to an iron pipe; thence along the Southwesterly margin line of West Long Avenue, South 62 degree 30 minutes East 77.6 feet to the place of beginning.

BEING the same premise conveyed to Robert L. Krach and Helen J. Krach, by deed of Ward L. Thomas, Jr. and Christina L. Thomas, dated December 14, 1993, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 1576, page 550.

HAVING erected thereon a dwelling known as Two South Main Street

DESIGNATED Tax Parcel No. 7-1-02-361-A



Christopher J. Richardson

FILED

NO cc

SEP 11 2000

Atty Pd.
80.00

William A. Shaw
Prothonotary

Le Writs to
Shiff

QW

WRIT OF EXECUTION—(MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 and Rule 3257

COPY

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

First Commonwealth Bank
Successor in Interest to
Deposit Bank

vs

Robert L. Krach, and
Helen J. Krach (deceased)

E. D. No. Term 19.....

A. D. No. Term 19.....

C. D. No. ³¹⁰₄₇₆ Term ~~19~~ 2000

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ALL the right title and interest of Robert L. Krach and
Helen J. Krach (deceased), their heirs and assigns, of in
and to:

ALL that certain parcel of land situate in the City of Dubois,
more fully described at Deed book volume 1576, page 550

HAVING erected thereon a dwelling known as Two South Main Street,
Dubois, Pennsylvania
TAX PARCEL NUMBER 7-1-02-361-A

Foreclosure Fees

\$ 1,250

Amount Due

\$ 40,006.84

Interest from 4/30/00

\$ 1,792.38

Late Charges

\$ 196.92

Total

\$ 43,246.14

Plus costs 181.85

Prothonotary, Court of Common Pleas of
County, Pennsylvania

Dated Sept. 11, 2000

(SEAL)

By:

Deputy Prothonotary

WRIT OF EXECUTION—(MORTGAGE FORECLOSURE)

P.R.C.P. 3180 to 3183 and Rule 3257

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

First Commonwealth Bank
Successor in Interest to
Deposit Bank

vs

Robert L. Krach, and
Helen J. Krach (deceased)

E. D. No. Term 19.....

A. D. No. Term 19.....

C. D. No. ³⁰₄₇₆ Term ~~19~~ 2000

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ALL the right title and interest of Robert L. Krach and
Helen J. Krach (deceased), their heirs and assigns, of in
and to:

ALL that certain parcel of land situate in the City of Dubois,
more fully described at Deed book volume 1576, page 550

HAVING erected thereon a dwelling known as Two South Main Street,
Dubois, Pennsylvania
TAX PARCEL NUMBER 7-1-02-361-A

Foreclosure Fees

\$ 1,250

Amount Due

\$ 40,006.84

Interest from 4/30/00

\$ 1,792.38

Late Charges

\$ 196.92
\$ 43,246.14

Total

Plus costs 181.85

RECEIVED SEP 11 2000

@ 3:23 PM

Chester A. Hanks

by Margaret A. Pitt

Dated September 11, 2000

(SEAL)

Prothonotary, Court of Common Pleas of
County, Pennsylvania

By:

Deputy Prothonotary

Sheriff's Bill of Particulars

Former Costs		
This Writ		
Mileage .....Miles		
Levy		
Executing		
Advertising		
Crying Sale		
Poundage on \$		
Printer's Bill		
Searches		
.....		
.....		
.....		
Deed		

Writ of Execution
(Mortgage Foreclosure)
P. R. C. P., 3180 to 3183 and Rule 3257

E. D. No. Term, 19

E. D. No. Term, 19

C. D. No. 476 Term, ~~\$2000~~

First Commonwealth Bank,
Successor in Interest to Deposit Bank

versus

Robert L. Krach, and
Helen J. Krach (deceased)

Rec'd. 19. at M.
Writ Issued 19.

Debt \$

Int.

Pro. and Tax by

Attorney

Sheriff

Pro.

Sheriff

Sat.

Searches

Taxes

Christopher J. Richardson
1500 Ore HG Place, Pittsburgh, PA Attorney

INQUISITION AND EXEMPTION WAIVED

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

10245

FIRST COMMONWEALTH BANK

00-310-CD

VS.

KRACH, ROBERT L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 5, 2000, AT 9:33 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, DECEMBER 1, 2000, AT 10:00 AM.

NOW, OCTOBER 6, 2000, SHERIFF THOMAS A. DEMKO OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECTION, NOTICE OF SALE AND COPY OF LEVY ON ROBERT L. KRACH, DEFENDANT.

NOW, OCTOBER 19, 2000, SERVED THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ROBERT L. KRACH, DEFENDANT, BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, NOVEMBER 16, 2000, RECEIVED A FAX THAT PLAINTIFF REALIZED \$3,500.00 TO BRING LOAN CURRENT AND CURE THE DEFAULT. SALE IS TO BE STAYED AND COSTS PAID FROM ADVANCE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

10245

FIRST COMMONWEALTH BANK

00-310-CD

VS.

KRACH, ROBERT L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 28, 2000, RETURN THE WRIT AS DEFENDANTS BROUGHT LOAN
CURRENT, SALE WAS STAYED, COSTS WERE PAID FROM ADVANCE AND MADE
REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$232.72

SURCHARGE 20.00

PAID BY ATTORNEY

FILED

NOV 28 2000

William A. Shaw
Prothonotary

So Answers,

Sworn to Before Me This

28th Day Of November 2000

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

Chester A. Hawkins
by Margaret H. P. att
Chester A. Hawkins
Sheriff



Sheriff's Office
Clearfield County

CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK
SUCCESSOR IN INTEREST TO
DEPOSIT BANK

VS

ROBERT L. KRACH, AND
HELEN J. KRACH (DECEASED)

NO. 00-310-CD

ACTION: WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVY

SERVE BY: OCTOBER 31, 2000

OR

HEARING DATE:

SERVE: ROBERT L. KRACH

ADDRESS: R.D. #2 BOX 279K
REYNOLDSVILLE, PA 15851

Know all men by these presents, that I, CHESTER A. HAWKINS,
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby
deputize the SHERIFF of JEFFERSON County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 6th day of October 2000.

COPY

Respectfully,
Chester A. Hawkins
by *Margaret N. Putt*
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

No. 310 C.D. 2000

Personally appeared before me, Dale W. Overman, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on October 19, 2000 at 6:30 o'clock P.M. served the Writ of Execution, Bill of Costs of Writ of Execution, and Notice of Sheriff's Sale of Real Estate upon ROBERT L. KRACH, Defendant, at his residence, R.D. #2, Box 279K, Reynoldsville, Township of Winslow, County of Jefferson, State of Pennsylvania by handing to him, personally, a true copy of the Writ, Bill and Notice, and by making known to him the contents thereof.

Advance Costs Received: \$125.00
My Costs: \$ 40.32 Paid
Prothy: \$ 2.00
Total Costs: \$ 42.32
Refunded: \$ 82.68

Sworn and subscribed

to before me this 24th
day of October 19 2000
By Dale W. Overman

**PROTHONOTARY
CLERK OF COURTS**

My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

So Answers,

Dale W. Overman Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

TUCKER ARENSBERG, P.C.
CELEBRATING A CENTURY OF SERVICE

November 14, 2000

VIA FACSIMILE NO. 814-765-6089

Clearfield County Sheriff
Courthouse
1 North Second Street
Clearfield, PA 16830
Attn: Margaret

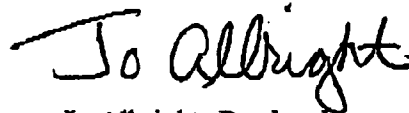
Re: First Commonwealth Bank
Vs: Robert L. Krach
Execution No. 00-310-CD
Scheduled for December 1, 2000 Sale
TUCKER ARENSBERG FILE NO. 11555-024406

Dear Margaret:

Please Stay the Writ for the above referenced sale. The Plaintiff has realized \$3,500.00 to bring the loan current and cure the default. We will await your final bill for costs and poundage.

Thank you for your assistance in this matter. If you have any questions or need anything further from our office, please do not hesitate to give me a call at the direct dial number below.

Very truly yours,
TUCKER ARENSBERG, P.C.



Jo Albright, Paralegal
DIRECT DIAL: (412) 594-5506

cc: Christopher J. Richardson

MIA/mja

COPY

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the writ of execution hereunto attached, after having given due and legal notice of the time and place of sale, by publication in a newspaper published in this County, and by hand-bills posted on the premises, setting forth the time and place of sale, at the Court House, in Clearfield on the _____ day of _____ 2000, I ex-posed the within described real estate of

to public venue or outcry at which time and place I sold the same to _____ he being the highest bidder, for the sum of \$ _____ and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00	\$
SERVICE	15.00	
MILEAGE	9.88	
LEVY	15.00	
MILEAGE	9.88	
POSTING	15.00	
CSDS	10.00	
COMMISSION 2%	70.00	
POSTAGE	3.96	
HANDBILLS	15.00	
DISTRIBUTION	45.00	
ADVERTISING	15.00	
ADD'L SERVICE	15.00	
DEED	30.00	
ADD'L POSTING		
ADD'L LEVY		
RETURNS/DEPUTIZE	9.00	
COPIES	5.00	
TOTAL SHERIFF COSTS	\$ 232.72	

DEED COSTS:

REG & REC	19.50
ACKNOWLEDGEMENT	5.00
TRANSFER TAX 2%	

TOTAL DEED COSTS

DEBT & INTEREST:

AMOUNT DUE	40,006.84
INT. FROM 4-30-00	1,792.38
TOTAL	\$ 41,799.22

COSTS:

ATTORNEY FEES	
PRO SATISFACTION	
ADVERTISING	356.40
LATE CHARGE & FEES	196.92
TAXES-Collector	
TAXES-Tax Claim	101.05
COSTS OF SUIT-TO BE ADDED	
MORTGAGE SEARCH	
COST	1,250.00
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	232.72
LEGAL JOURNAL	58.50
REFUND OF ADVANCE	
REFUND OF SURCHARGE	

TOTAL COSTS

\$ 647.62

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

reduced 352.38

CHESTER A. HAWKINS, SHERIFF

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK ,
Successor in Interest to DEPOSIT BANK

Plaintiff,

vs.

ROBERT L. KRACH, and
HELEN J. KRACH (Deceased)

Defendants.

CIVIL DIVISION

No. 00-310-CD

PRAECIPE TO AMEND AND REISSUE
WRIT OF EXECUTION IN MORTGAGE
FORECLOSURE

Filed on behalf of FIRST
COMMONWEALTH BANK, successor in
interest to DEPOSIT BANK, Plaintiff

Counsel of record for Plaintiff:

Christopher J. Richardson, Esquire
Pa. I.D. #44841
Brett A. Solomon, Esquire
Pa. I.D. #83746
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, PA 15222
Telephone: (412) 566-1212

CERTIFICATE OF ADDRESS:

Two South Main Street
First Ward, City of DuBois
Tax Parcel No. 7-1-02-361-A

FILED

JAN 10 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
Successor in Interest to DEPOSIT BANK	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-310-CD
)	
vs.)	
)	
ROBERT L. KRACH, and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	

PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

Kindly issue a Writ of Execution in Mortgage Foreclosure in the above matter as follows:

Judgment Amount	\$ 40,006.84
Interest from 04/30/00 through 01/10/03 @ \$9.2391 per diem	5,728.24
Late Charges @ \$32.82 per month from 04/30/00 through 01/10/03	656.40
Foreclosure fees	<u>4,700.00</u>
Sub-Total	\$ 51,091.48
Costs (to be added by the prothonotary)	<u>140.00</u>
Additional Interest to Date of Sale (to be added by sheriff)	_____
Additional Late Charges to Date of Sale (to be added by sheriff)	_____
Total	_____

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Attorneys for Plaintiff, FIRST
COMMONWEALTH BANK, successor in
interest to DEPOSIT BANK, Plaintiff

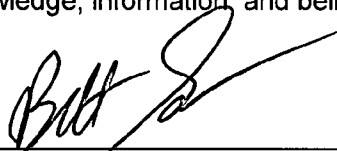
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
Successor in Interest to DEPOSIT BANK)	CIVIL DIVISION
)	
Plaintiff,)	No. 00-310-CD
)	
vs.)	
)	
ROBERT L. KRACH, and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	

COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

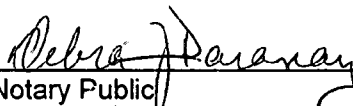
AFFIDAVIT OF NON-MILITARY SERVICE

I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the defendants, Robert L. Krach and Helen J. Krach, are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Brett A. Solomon

Sworn to and subscribed before me
this 7th day of January, 2003.



Notary Public

My Commission Expires:

Notarial Seal
Debra J. Parany, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 9, 2005
Member, Pennsylvania Association of Notaries

189786.1:BF
11555-24406

FILED

~~13~~ 11:00 AM
JAN 10 2003

Atty. pd.

2000

1 cc @ 6 units

to SHJ

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
Successor in Interest to DEPOSIT BANK	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-310-CD
)	
vs.)	
)	
ROBERT L. KRACH, and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed.

LEGAL DESCRIPTION OF REAL ESTATE

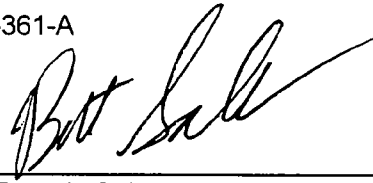
ALL that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe at the corner of South Main Street and West Long Avenue; thence along the Northwestern margin of South Main Street, South 27 degrees 30 minutes West 60 feet to an iron pipe; thence along the Northeasterly line of Bolam land, North 62 degrees 30 minutes West 77.6 feet to an iron pipe; thence along the Easterly margin line of premises conveyed by former grantor to Esther Kelege, North 27 degree 30 minutes East 60 feet to an iron pipe; thence along the Southwesterly margin line of West Long Avenue, South 62 degree 30 minutes East 77.6 feet to the place of beginning.

BEING the same premise conveyed to Robert L. Krach and Helen J. Krach, by deed of Ward L. Thomas, Jr. and Christina L. Thomas, dated December 14, 1993, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 1576, page 550.

HAVING erected thereon a dwelling known as Two South Main Street

DESIGNATED Tax Parcel No. 7-1-02-361-A



Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
Successor in Interest to DEPOSIT BANK	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-310-CD
)	
vs.)	
)	
ROBERT L. KRACH, and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT TITLE, INTEREST AND CLAIMS OF ROBERT L KRACH. AND HELEN J. KRACH OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN PARCEL SITUATE IN THE CITY OF DUBOIS, BEING MORE FULLY DESCRIBED AT DBV 1576, PGE 550

HAVING ERECTED THEREON A DWELLING, KNOWN AS TWO SOUTH MAIN ST., DUBOIS TAX PARCEL NO. 7-1-02-361-A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 TO 3183 and Rule 3257

FIRST COMMONWEALTH BANK,
successor in interest to DEPOSIT BANK,

vs.

ROBERT L. KRACH and
HELEN J. KRACH (deceased)

No. _____ Term 1999 E.D.

No. _____ Term ____ A.D.

No. 310 Term 2000

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically describe property below):

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF ROBERT L. KRACH AND HELEN J. KRACH, OF, IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

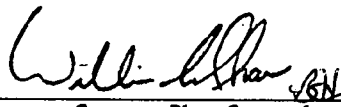
ALL THAT CERTAIN PIECE OR PARCEL OF LAND SITUATE IN THE CITY OF DUBOIS, BEING MORE FULLY DESCRIBED AT DBV 1576, PAGE 550.

Judgment Amount	\$ 40,006.84
Interest from 04/30/00 through 01/10/03 @ \$9.2391 per diem	5,728.24
Late Charges @ \$32.82 per month from 04/30/00 through 01/10/03	656.40
Foreclosure fees	<u>4,700.00</u>
Sub-Total	\$ 51,091.48
Costs (to be added by the prothonotary)	<u>140.00</u>
Additional Interest to Date of Sale (to be added by sheriff)	_____
Additional Late Charges to Date of Sale (to be added by sheriff)	_____
Total	_____
plus costs as endorsed,	

Dated

11/10/03

(SEAL)


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____

Deputy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____ Term 1999 E.D.
No. _____ Term _____ A.D.
No. 310 Term 2000

First Commonwealth Bank, successor
in interest to Deposit Bank

vs.

Robert L. Krach and
Helen J. Krach (deceased)

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Pro Pd.

140.00

Judg. Fee

Cr.

Sat.

Christopher J. Richardson, Esquire
Brett A. Solomon, Esquire
Attorneys for Plaintiff

Address: 1500 One PPG Place
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
successor in interest to DEPOSIT BANK,

Plaintiff,

vs.

ROBERT L. KRACH and
HELEN J. KRACH (deceased),

Defendants.

CIVIL DIVISION

No. 00-310-CD

VERIFICATION OF SERVICE OF NOTICE
OF SALE TO DEFENDANT AND LIEN
CREDITORS PURSUANT TO PA. R.C.P.
3129

Filed on behalf of FIRST
COMMONWEALTH BANK, successor in
interest to DEPOSIT BANK, Plaintiff

Counsel of record for this party:

Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Christopher J. Richardson, Esquire
Pa. I.D. No. 44841
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

SALE DATE: APRIL 4, 2003

FILED

MAR 03 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
successor in interest to DEPOSIT BANK,

Plaintiff,

vs.

ROBERT L. KRACH and
HELEN J. KRACH (deceased),

Defendants.

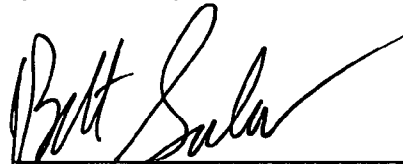
CIVIL DIVISION

No. 00-310-CD

**VERIFICATION OF SERVICE OF NOTICE OF SALE
TO DEFENDANT AND LIEN CREDITORS**

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendant, Robert L. Krach, on the 13th day of February, 2003, and that the Notice of Sale was received by Defendant on the 26th day of February, 2003. A copy of the Certified Mail Receipt No. 7000 1530 0004 9703 0483 is attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on the 14th day of February, 2003, as evidenced by P.S. Forms 3817 attached hereto as Exhibit "B".

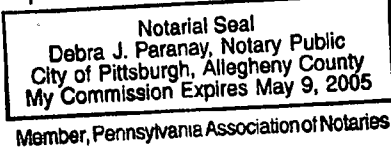


Brett A. Solomon, Esquire

Sworn to and subscribed before me
this 28th day of February, 2003.


Notary Public

My Commission Expires:



193583.1:BF/#11555-24406

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

OFFICIAL USE

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

Postmark
 Here

2-13-03

Sent To
 Robert L. Krach
 Street, Apt. No., or PO Box No.
 R.D. 2, Box 279K
 City, State, ZIP+4
 Reynoldsville, PA 15851
 PS Form 3800, May 2000. 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:

Robert L. Krach
 R.d. 2, Box 279K
 Reynoldsville, PA 15851

2. Article Number
 (Transfer from service label)

7000 1530 0004 9703 0483

PS Form 3811, August 2001

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X Robert L. Krach ☐ Agent
☐ Addressee

B. Received by (Printed Name)
 Robert L. Krach
 C. Date of Delivery
 2-26-03

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

EXHIBIT
 A

11555-24406

102595-02-M-0835

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
Successor in Interest to DEPOSIT BANK	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-310-CD
)	
vs.)	
)	
ROBERT L. KRACH, and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Robert L. Krach
R.D. #2, Box 279 K
Reynoldsville, PA 15851

Your Real Estate at Two South Main Street, DuBois, Pennsylvania is scheduled to be sold at Sheriff's Sale on FRIDAY, APRIL 4, 2003 at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pa., to enforce the court judgment of First Commonwealth Bank, successor in interest to Deposit Bank, obtained by the bank against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

To prevent this Sheriff's Sale, you must take immediate action:

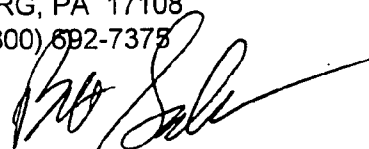
1. The sale will be cancelled if you pay to First Commonwealth Bank the amount of judgment plus costs (the back payments, late charges, costs and reasonable attorney's fees due). To find out how much you must pay, you may call: Brett A. Solomon, Esquire at Tucker Arensberg, P.C., (412) 566-3913.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact one, the more chance you will have of stopping the sale. (See notice next page to find out how to obtain an attorney).

**YOU MAY STILL BE ABLE TO SAVE YOUR PROPERTY AND
YOU HAVE OTHER RIGHTS EVEN IF THE SHERIFF'S SALE DOES TAKE PLACE.**

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County, at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty days from the date of the Sheriff Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Courthouse, Clearfield, PA 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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 LISTED BELOW TO FIND OUT WHERE YOU CAN GET HELP.

LAWYER REFERRAL SERVICE
PA BAR ASSOCIATION
P.O. BOX 186
HARRISBURG, PA 17108
PHONE: (800) 692-7375



Brett A. Solomon, Esquire
1500 One PPG Place
Pittsburgh, PA 15222
(412) 566-3913
Attorney for First Commonwealth Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
Successor in Interest to DEPOSIT BANK	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-310-CD
)	
vs.)	
)	
ROBERT L. KRACH, and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed.

LEGAL DESCRIPTION OF REAL ESTATE

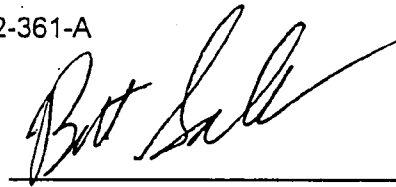
ALL that certain piece or parcel of land situate in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at an iron pipe at the corner of South Main Street and West Long Avenue; thence along the Northwesternly margin of South Main Street, South 27 degrees 30 minutes West 60 feet to an iron pipe; thence along the Northeasterly line of Bolam land, North 62 degrees 30 minutes West 77.6 feet to an iron pipe; thence along the Easterly margin line of premises conveyed by former grantor to Esther Kelege, North 27 degree 30 minutes East 60 feet to an iron pipe; thence along the Southwesterly margin line of West Long Avenue, South 62 degree 30 minutes East 77.6 feet to the place of beginning.

BEING the same premise conveyed to Robert L. Krach and Helen J. Krach, by deed of Ward L. Thomas, Jr. and Christina L. Thomas, dated December 14, 1993, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 1576, page 550.

HAVING erected thereon a dwelling known as Two South Main Street

DESIGNATED Tax Parcel No. 7-1-02-361-A



Brett A. Solomon, Esquire

189786.1:BF
11555-24406

SEIZED, taken in execution to be sold as the property of ROBERT L. KRACH AND HELEN J. KRACH (deceased), at the suit of FIRST COMMONWEALTH BANK, SUCCESSOR IN INTEREST TO DEPOSIT BANK. JUDGMENT NO. 00-310-CD.

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

TUCKER ARENSBERG, P.C.
1500 ONE PPG PLACE
PITTSBURGH, PENNSYLVANIA 15222

Paranay

One piece of ordinary mail addressed to:

Clearfield County Tax Claim
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

PA GRANT ST. STA. WINDOW SERVICE FEB 14 2003

PITTSBURGH PA 15202

PA 15202

PS Form 3817, Mar. 1989

11555-24406 Kra

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT
PROVIDE FOR INSURANCE—POSTMASTER

Received From:

TUCKER ARENSBERG, P.C.
1500 ONE PPG PLACE
PITTSBURGH, PENNSYLVANIA 15222

Paranay

One piece of ordinary mail addressed to:

Borough and School district of Dubois
c/o Alexis Stets, Tax Collector
Box 408
Dubois, PA 15801

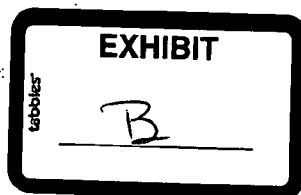
PA GRANT ST. STA. WINDOW SERVICE FEB 14 2003

PITTSBURGH PA 15202

PA 15202

PS Form 3817, Mar. 1989

11555-24406 Kraach





February 12, 2003

Clearfield County Tax Claim
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Suggested Reference: Tax Parcel No. 7-1-02-361-A

Re: First Commonwealth Bank, successor in interest to Deposit Bank
vs. Robert L. Krach, and Helen J. Krach
No. 00-310-CD

NOTICE TO LIENHOLDER

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, SUCCESSOR IN INTEREST TO DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE-MENTIONED PERSON(S) AND HAS ISSUED A WRIT OF EXECUTION AT NO. 00-310-CD AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, APRIL 4, 2003 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE FIRST WARD, CITY OF DUBOIS WITH AN ADDRESS OF TWO SOUTH MAIN STREET. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY(30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$40,006.84, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

Brett A. Solomon

:djp

Enclosure

189786.1:BF/#11555-24406

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619

Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
www.tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
Successor in Interest to DEPOSIT BANK	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 00-310-CD
)	
vs.)	
)	
ROBERT L. KRACH, and)	
HELEN J. KRACH (Deceased))	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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LEGAL DESCRIPTION OF REAL ESTATE

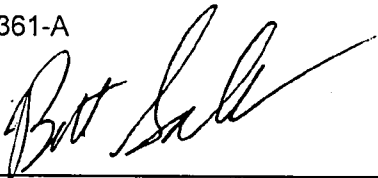
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Brett A. Solomon, Esquire



February 12, 2003

Borough and School District of DuBois
c/o Alexis Stets, Tax Collector
Box 408
DuBois, PA. 15801

Suggested Reference: Tax Parcel No. 7-1-02-361-A

Re: First Commonwealth Bank, successor in interest to Deposit Bank
vs. Robert L. Krach, and Helen J. Krach
No. 00-310-CD

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Very truly yours,

TUCKER ARENSBERG, P.C.



Brett A. Solomon

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Enclosure

189786.1:BF/#11555-24406

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619

Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
www.tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	
Successor in Interest to DEPOSIT BANK)	CIVIL DIVISION
)	
Plaintiff,)	No. 00-310-CD
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vs.)	
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HAVING erected thereon a dwelling known as Two South Main Street

DESIGNATED Tax Parcel No. 7-1-02-361-A


Brett A. Solomon, Esquire

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13642

FIRST COMMONWEALTH BANK SUCCESSOR IN INTEREST TO DEPOSIT B 00-310-CD

VS.

KRACH, ROBERT L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 13, 2003 @ 1:20 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS ALSO POSTED THIS DATE.

A SALE DATE OF APRIL 4, 2003 WAS SET.

NOW, FEBRUARY 14, 2003 DEPUTIZED JEFFERSON COUNTY TO SERVE THE DEFENDANTS

NOW, MARCH 2, 2003 @ 9:30 A.M. O'CLOCK DALE W. OVERMAN, DEPUTY FOR THOMAS A. DEMKO, SHERIFF OF JEFFERSON COUNTY, PENNSYLVANIA SERVED ROBERT L. KRACH AND HELEN J. KRACH (DECEASED), DEFENDANTS, AT RD #2, BOX 279K, REYNOLDSVILLE, TOWNSHIP OF WINSLOW, COUNTY OF JEFFERSON, STATE OF PENNSYLVANIA, BY HANDING TO ROBERT L. KRACH, DEFENDANT A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

APRIL 4, 2003 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

APRIL 14, 2003 BILLED ATTORNEY FOR COSTS DUE.

NOW, MAY 6, 2003 RECEIVED CHECK FROM ATTORNEY FOR COSTS DUE.

NOW, JUNE 26, 2003 PAID COSTS FROM ADVANCE AND CHECK FROM ATTORNEY.

NOW, JULY 8, 2003 RETURN WRIT AS SALE BEING HELD ON THE PROPERTY OF THE DEFENDANTS. THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.

NOW, JULY 8, 2003 A DEED WAS FILED.

FILED

O 1:00 PM - pl 500
JUL 08 2003
NOCC
KAL

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 13642

FIRST COMMONWEALTH BANK SUCCESSOR IN INTEREST TO DEPOSIT B 00-310-CD

VS.

KRACH, ROBERT L.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$207.16

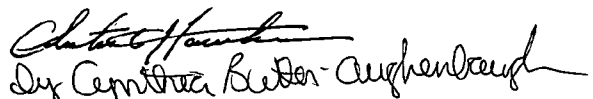
SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

____ Day Of _____ 2003

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 TO 3183 and Rule 3257

FIRST COMMONWEALTH BANK,
successor in interest to DEPOSIT BANK,

vs.

ROBERT L. KRACH and
HELEN J. KRACH (deceased)

No. _____ Term 1999 E.D.

No. _____ Term ____ A.D.

No. 310 Term 2000

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically describe property below):

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Sub-Total	\$ 51,091.48
Costs (to be added by the prothonotary)	<u>140.00</u>
Additional Interest to Date of Sale (to be added by sheriff)	_____
Additional Late Charges to Date of Sale (to be added by sheriff)	_____
Total	=====
plus costs as endorsed,	


Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated

1/10/03

(SEAL) Received 1/10/03 @ 3:45 p.m. ~~BY~~

Chester A. Staupins

By Cynthia Butler-Caplan

Deputy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____ Term 1999 E.D.
No. _____ Term _____ A.D.
No. 310 Term 2000

First Commonwealth Bank, successor
in interest to Deposit Bank

vs.

Robert L. Krach and
Helen J. Krach (deceased)

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Pro Pd. 146.00
Judg. Fee
Cr.
Sat.

Christopher J. Richardson, Esquire
Brett A. Solomon, Esquire
Attorneys for Plaintiff

Address: 1500 One PPG Place
Pittsburgh, PA 15222

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NAME KRACH NO. 00-310-CD

NOW, APRIL 4, 2003, 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 the 4TH day of APRIL 2003, I exposed the within described real estate of ROBERT L. KRACH AND HELEN J. KRACH (DECEASED) to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK, SUCCESSOR IN INTEREST TO DEPOSIT BANK he/she being the highest bidder, for the sum of \$1.00 + COSTS and made the following appropriations, viz:

SHERIFF COSTS:

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	12.35
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.81
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00

TOTAL SHERIFF COSTS 207.16

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.00

PLAINTIFF COSTS, DEBIT & INTEREST:

DEBT-AMOUNT DUE	40,006.84
INTEREST FROM 4/30/00	
TO BE ADDED TO SALE DATE	5,728.24
ATTORNEY FEES	
PROTH. SATISFACTION	
LATE CHARGES & FEES	656.40
COST OF SUIT -TO BE ADDED	
FORECLOSURE FEES/ESCROW DEFICIT	4,700.00
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
SATISFACTION FEE	
ESCROW DEFICIENCY	

TOTAL DEBT & INTEREST 51,091.48

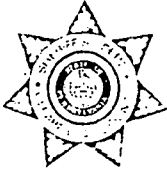
COSTS:

ADVERTISING	218.61
TAXES - collector	747.33
TAXES - tax claim	12,475.40
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
SHERIFF COSTS	207.16
LEGAL JOURNAL AD	117.00
PROTHONOTARY	140.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	

TOTAL COSTS 14,079.50

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



Sheriff's Office Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6089

CHESTER A. HAWKINS
SHERIFF

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

COPY

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
SUCCESSOR IN INTEREST TO DEPOSIT BANK

TERM & NO. 00-310-CD

VS

DOCUMENT TO BE SERVED:
WRIT OF EXECUTION
NOTICE OF SALE
COPY OF LEVY

ROBERT L. KRACH AND HELEN J. KRACH (DECEASED)

SERVE BY:

MARCH 3, 2003

MAKE REFUND PAYABLE TO: ATTORNEY/ RETURN TO BE SENT TO THIS OFFICE

SERVE: ROBERT L. KRACH AND HELEN J. KRACH (DECEASED)

**ADDRESS: R. D. #2, BOX 279K
 REYNOLDSVILLE, PA 15851**

Know all men by these presents, that I, CHESTER A. HAWKINS, HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby deputize the SHERIFF OF JEFFERSON COUNTY Pennsylvania to execute this writ. This Deputation being made at the request and risk of the Plaintiff this 14th Day of FEBRUARY 2003.

Respectfully,

CHESTER A. HAWKINS.

00-310-CD

3/10/03

3-7-03 9:30 am

No. 00-31- CD

Personally appeared before me, Dale W. Overman, Deputy for Thomas A. Dmeko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on March 2, 2003 at 9:30 o'clock A.M. served the Writ of Execution, Notice of Sheriff's Sale and copy of the Levy upon ROBERT L. KRACH and HELEN J. KRACH(deceased), Defendants, at RD#2, Box 279K, Reynoldsville, Township of Winslow, County of Jefferson, State of Pennsylvania, by handing to Robert, personally, two copies of the Writ, Notice and Levy and by making known to him the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 39.50 Paid
Prothy:	\$ 2.00
Total Costs	\$ 41.50
Refunded:	\$ 83.50

So Answers,

Dale W. Overman Deputy
Thomas A. Dmeko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

Sworn and subscribed
to before me this 20th
day of March 2003
By Louisa L. Rust

My Commission Expires The
First Monday January 2006