

00-332-CD  
NATIONAL CITY BANK OF PENNSYLVANIA s/i/i/t -vs- DEBRA L. FLYNN

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

⑤ NATIONAL CITY BANK OF  
PENNSYLVANIA s/i/i/t  
①② INTEGRA BANK/NORTH,

Plaintiff,

vs.

⑧ DEBRA L. FLYNN, ②

Defendant

NO: 00-332-CD

ISSUE:

CODE:

COMPLAINT IN MORTGAGE  
FORECLOSURE

TO: DEFENDANTS

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE  
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS  
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT  
MAY BE ENTERED AGAINST YOU.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: [Signature]

ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

c/o Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

AND THE DEFENDANTS ARE:

1234 Turnpike Drive  
Clearfield, PA 16830

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: [Signature]

ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL  
ESTATE AFFECTED BY THIS LIEN IS:

1234 Turnpike Drive  
Clearfield, PA 16830  
Lawrence Township; County of Clearfield

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: [Signature]

ATTORNEYS FOR PLAINTIFF

FILED ON BEHALF OF:  
PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:

JON A. McKECHNIE, ESQUIRE  
Pa. I.D. #36268

WELTMAN, WEINBERG & REIS CO., L.P.A.  
Firm #339  
2718 KOPPERS BUILDING  
436 SEVENTH AVENUE  
PITTSBURGH, PA 15219  
(412) 434-7955  
WWR#01811958

FILED

MAR 16 2000

William A. Shaw  
Promonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA s/i/i/t  
INTEGRA BANK/NORTH,

NO:

Plaintiff,

vs.

DEBRA L. FLYNN,

Defendant

**NOTICE TO DEFEND**

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

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

**Pa Lawyer Referral Service  
Pennsylvania Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
800-692-7375**

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

NATIONAL CITY BANK OF  
PENNSYLVANIA s/i/i/t  
INTEGRA BANK/NORTH,

NO:

Plaintiff,

vs.

DEBRA L. FLYNN,

Defendant

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, National City Bank of Pennsylvania s/i/i/t Integra Bank/North, by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is, National City Bank of Pennsylvania s/i/i/t Integra Bank/ North, a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").

2. The Defendant is, Debra L. Flynn, an adult individual whose last known address is 1234 Turnpike Avenue, Clearfield, PA 16830.

3. On or about July 9, 1993, the Defendant executed a Note in the original principal amount of \$20,000.00. A true and correct copy of said Note is attached hereto as Exhibit "A".

4. On or about July 9, 1993, as security for payment of the aforesaid Note, the Defendant, made, executed and delivered to Plaintiff, a Mortgage in the original principal amount of \$20,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on July 9, 1993, Mortgage Book Volume 1542, Page 555. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

6. The Defendant is in default under the terms of the aforesaid Note and Mortgage for, inter alia, failure to pay the monthly installments of principal and interest when due.

7. Demand for payment has been made upon the Defendant by Plaintiff, but Defendant have failed or refused to pay the principal balance, interest or any other portion thereof to Plaintiff.

8. On or about December 2, 1999, Defendant was mailed a Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 Take Action to Save Your Home From Foreclosure and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq. A true and correct copy of said Notices is attached hereto as Exhibit "C".

9. The amount due and owing Plaintiff by Defendant is as follows:

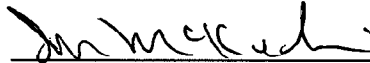
Principal	\$ 11,330.78
Interest thru 02/11/00	\$ 225.25
Attorneys' Fees	<u>\$ 800.00</u>
TOTAL	\$ 12,356.03

10. Contemporaneously hereunder, Defendant has been advised of his right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "D" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$12,356.03, with interest thereon at the rate of \$2.65 per diem from February 11, 2000, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED SHALL BE USED FOR THAT PURPOSE.**

WELTMAN, WEINBERG & REIS CO., L.P.A.

A handwritten signature in black ink, appearing to read "Jon McKechnie", is written over a horizontal line.

Jon A. McKechnie, Esquire  
Attorneys for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
(412) 434-7955  
WWR #01806380

## NOTE AND SECURITY AGREEMENT

Branch Clearfield Account No. 36646173001  
Dated 7-9, 19 92 NOTICE: If checked ☐ , see separate Itemization of Amount Financed.

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate. <b>9.40 %</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you. <b>\$ 10,924.00 (e)</b>	<b>Amount Financed</b> The amount of credit provided to you or on your behalf. <b>\$ 20,000.00</b>	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled. <b>\$ 30,924.00 (c)</b>
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Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
<b>120</b>	<b>\$ 257.70</b>	Monthly, beginning <u>August</u> , 19 <u>92</u>

Security: Any money you have on deposit with us secures this loan. Collateral securing other obligations to us may also secure this loan. You are giving a security interest in:

☒ the goods or property being purchased.  
☐ (brief description of other property) \_\_\_\_\_

Filing Fees \$ 13.50 (e)

Late Charge: If a payment is late, you will be charged 5% of the payment, but not more than \$5.00.  
Prepayment: If you pay off early, you will not have to pay a penalty.

See your Note documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

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

Itemization of Amount Financed	
Amount Financed	\$ 20,000.00
Amount given to you directly	\$
Amount paid on your account	\$
Amount paid to others on your behalf	\$
to public officials	\$
to insurance company	\$
to <u>Timothy E. Durant, ATT.</u>	\$ 20,000.00
to _____	\$
to _____	\$
to _____	\$
to _____	\$
Prepaid finance Charge	\$

YOU PROMISE TO PAY TO US: Integra Bank/North

or to our order, at any of our offices, the Principal sum of Twenty Thousand and -----00/100----- Dollars, plus interest at the rate of 9.40 % per year (the "Note Rate") computed on the outstanding Principal balance in the manner described below, by making payments as provided in the Payment Schedule. Payments are due beginning on the date shown in the Payment Schedule and on the same day of each following month until we receive payment in full. TIME IS OF THE ESSENCE.

**SECURITY AGREEMENT:** As security for the prompt payment of the sums you or later owe, plus interest, and the proper performance of your promises in this Note, you and all "Co-Owners" signing below grant to us a security interest in the following property. This Security Agreement also secures the payment of: (a) any other of your debts which are owed to or assigned to us now or in the future; (b) all of our costs and expenses, including attorney's fees, incurred in the collection of any debts secured hereby, in any action to protect or enforce our rights under the Security Agreement, or in bankruptcy proceedings of or against you; (c) all amounts which you agree in this Security Agreement or the Mortgage to pay to us; and (d) any refinancing, substitution, extension and/or renewal of any of the above.

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

YEAR \_\_\_\_\_ ☐ New ☐ Used  
MAKE \_\_\_\_\_  
MODEL \_\_\_\_\_  
SERIAL NO. \_\_\_\_\_  
BODY TYPE \_\_\_\_\_  
OTHER PROPERTY: \_\_\_\_\_

steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral. The Security Agreement paragraphs on the reverse side are part of this Security Agreement paragraph.

**HOW INTEREST IS COMPUTED:** Interest is computed each day by applying 1/365th (1/366th in leap years) of the Note Rate to the Principal balance outstanding on that day. The amount of interest included in the Total of Payments above was computed on the assumption that all payments will be made as provided in the Payment Schedule. If any payment is late, more interest will accrue. If you pay early, less interest will accrue. Any increase or decrease in interest caused by late or early payments will be reflected in your last payment, which will be modified to reflect the amount then due. You may prepay all or part of the Principal balance due at any time, without penalty or premium. If you make a partial prepayment, you must continue to make payments according to the Payment Schedule until the Principal balance and all accrued interest are paid in full.

**SET-OFF:** The law gives us a right of set-off in any of your property in our possession at any time, including deposit accounts. This means that, if you default, we may exercise our right of set-off and apply any of your property in our possession, including deposit accounts, to the sums you owe on this Note. The deposit account agreements may give us additional rights in any money on deposit.

**FLOOD INSURANCE:** ☐ If checked, insurance is required against flood damage to improved real property or mobile home Collateral.

**PROPERTY INSURANCE:** If this Note is secured by Collateral which is not in our possession, insurance against physical damage to the Collateral is required for the full term of this Note.

**FLOOD INSURANCE AND PROPERTY INSURANCE MAY BE OBTAINED THROUGH ANY AGENT, BROKER OR OTHER PERSON OF YOUR CHOICE.** See Insurance in Section 24 of the Security Agreement on the reverse side.

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

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

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

By signing, you both want Joint Credit Life Insurance, which costs \$ \_\_\_\_\_ What are your ages?

Signature of person to be insured for Single Credit Life Insurance \_\_\_\_\_

Signature of person to be insured for Single Credit Disability Insurance \_\_\_\_\_

1. \_\_\_\_\_ Years

2. \_\_\_\_\_ Years  
Signatures of both persons to be insured for Joint Credit Life Insurance

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

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

SEE YOUR INSURANCE CERTIFICATE OR POLICY FOR INFORMATION ABOUT THE MAXIMUM AMOUNT OF INSURANCE AVAILABLE.

By signing, you (both of you) do not want credit insurance.

Debra L. Flynn Signature of Borrower  
Debra L. Flynn Signature of Borrower

Insurer: UNION SECURITY LIFE INSURANCE COMPANY, ATLANTA, GA.

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.  
BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.  
YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

Debra L. Flynn Borrower's Signature 203 North 2nd St., Clearfield, PA. 16830 Address

\_\_\_\_\_  
Borrower's Signature Address

## NOTICE TO CO-SIGNER

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

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

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

**CO-SIGNER'S SURTY AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us, or to our order, the Principal sum, plus interest and other charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment on the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_  
Co-Signer's Signature \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing as "Co-Owner" below, together with the Borrower or otherwise being all of the owners of the Collateral, grant us a security interest in the Collateral identified above. If the Collateral consists of personal property, you agree to be bound by the terms of the Security Agreement contained in this Note. If the Collateral consists of real property, you agree to be bound by the terms of the Mortgage. You are granting us this security interest to induce us to make the loan to the Borrower and to secure the payment by the Borrower of all sums due under this Note. If, on default and sale of the Collateral, there remains any sum still due us on the Note, you will not be obligated to pay us that sum.

\*\*\*\*\*BIT A

#### ADDITIONAL TERMS

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

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

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

**LATE CHARGE:** If any payment is not made within 15 days of its due date, we will charge you and you agree to pay a late payment charge of 5% of the amount of the late payment, but not more than \$5.00.

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

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

- (i) to demand payment of amounts due (known as "presentment");
  - (ii) to give notice that amounts due have not been paid (known as "notice of dishonor"); and
  - (iii) to obtain an official certification of nonpayment (known as "protest").
- If you have made or make in the future another loan agreement with us, we might obtain a security interest in your principal dwelling to secure that other loan

agreement. That security agreement may provide that the principal dwelling secures not only that other loan agreement, but also all other loan agreements you have with us. We waive (give up) any right to claim a security interest in the principal dwelling of any person to secure this Note unless the security interest is specifically given to secure this Note. If any of the Collateral securing this Note is "household goods" as defined by the Federal Reserve Board Regulation AA, we waive (give up) the right to claim that security interest to secure any debt other than the debt evidenced by this Note, unless such debts are extensions, refinancings, or consolidations of this Note. A waiver of any other of our rights under this Note will not be effective unless it is in a signed writing.

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

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

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

**BENEFIT AND BURDEN:** All the benefits of this Note shall favor us, our successors and assigns. If we assign this Note to an assignee, all of our rights and benefits under this Note shall belong to and be enforceable by the assignee. Unless you receive notice of the assignment, you may continue to make payments to and serve any notice on us, and we will receive them on behalf of the assignee. If you are notified of the assignment, you agree to make all payments to or serve any notice on the assignee, at the address as directed by the assignee. The obligation shall bind you, and your heirs, personal representatives and assigns.

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

**APPLICATION OF PAYMENTS:** We will apply payments first to interest and then to reduce the principal. If late charges have been billed and you pay more than the regular monthly payment, we will first apply to the billed late charges the amount which is in excess of the regular monthly payment.

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

#### SECURITY AGREEMENT

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

#### SECTION 2. YOUR OTHER AGREEMENTS.

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

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

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

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

**2.5 NOTING OUR SECURITY INTEREST.** If a certificate of title is issued for the Collateral, you promise to deliver to us the certificate of title for the Collateral at the time of signing this Agreement (or if the title is not yet issued, immediately on issuance). You agree to assist us in and to pay the cost of having our security interest noted on the certificate of title.

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

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

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

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

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

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

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

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

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

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

#### NOTICE OF PROPOSED CREDIT INSURANCE

The signer(s) of this Note hereby take(s) notice that Group Credit Life Insurance coverage or Group Credit Life and Disability Insurance coverage will be applicable to this Note if so marked on the front of this Note and each such type of coverage will be written by the insurance company named. This insurance, subject to acceptance by the insurer, covers only the person or persons signing the request for such insurance; provided that, Disability Insurance covers only the primary debtor when joint coverage is requested. The amount of charge is indicated for each type of Credit Insurance to be purchased. The term of insurance will commence as of the date the indebtedness is incurred and will expire on the original scheduled maturity date of the indebtedness. Subject to acceptance by the insurer and within 30 days, there will be delivered to the insured debtor(s) a certificate of insurance more fully describing the insurance. In the event of prepayment of the indebtedness, a refund of insurance charges will be made when due.

FORM NPG-52



## NOTE AND SECURITY AGREEMENT

Branch ClearfieldAccount No. 36646173001Dated 7-9 19 95NOTICE: If checked ☐ see separate itemization of Amount Financed

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid after you have made all payments as scheduled
9.40 %	\$10,924.00 (e)	\$20,000.00	\$30,924.00 (e)

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
120	\$ (257.70)	Monthly, beginning August 19 95

Security: Any money you have on deposit with us secures this loan. Collateral securing other obligations to us may also secure this loan. You are giving a security interest in:

☒ the goods or property being purchased.☐ (brief description of other property) \_\_\_\_\_Filing Fees \$ 13.50 (e)

Late Charge: If a payment is late, you will be charged 5% of the payment, but not more than \$5.00.

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

See your Note documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date and prepayment refunds and penalties.

Itemization of Amount Financed
Amount Financed
\$20,000.00
Amount given to you directly
\$
Amount paid on your accounts
\$
Amount paid to others on your behalf
(to public officials)
\$
(to insurance company)
\$
(to Timothy E. Durant)
\$20,000.00
(to )
\$
(to )
\$
Prepaid Finance Charge
\$

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

YOU PROMISE TO PAY TO US: Integra Bank/North

or to our order, at any of our offices, the Principal sum of Twenty Thousand and -----00/100 Dollars, plus interest at the rate of 9.40 % per year (the "Note Rate") computed on the outstanding Principal balance in the manner described below, by making payments as provided in the Payment Schedule. Payments are due beginning on the date shown in the Payment Schedule and on the same day of each following month until we receive payment in full. TIME IS OF THE ESSENCE.

**SECURITY AGREEMENT:** As security for the prompt payment of the sums you now or later owe, plus interest, and the proper performance of your promises in this Note, you and all "Co-Owners" signing below grant to us a security interest in the following property. This Security Agreement also secures the payment of: (a) any other of your debts which are owed to or assigned to us now or in the future; (b) all of our costs and expenses, including attorneys' fees, incurred in the collection of any debts secured hereby, in any action to protect or enforce our rights under the Security Agreement, or in bankruptcy proceedings of or against you; (c) all amounts which you agree in this Security Agreement or the Mortgage to pay to us; and (d) any refinancing, substitution, extension and/or renewal of any of the above.

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

YEAR \_\_\_\_\_ ☐ New ☐ Used

MAKE \_\_\_\_\_

MODEL \_\_\_\_\_

SERIAL NO. \_\_\_\_\_

BODY TYPE \_\_\_\_\_

OTHER PROPERTY \_\_\_\_\_

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

(1) a Mortgage on 1234 Turnpike Ave, Lawrence Twp., Clearfield Co., Clearfield, PA. 16830

All the property which secures this Note is called the "Collateral." Our rights and

steps which we deem necessary to perfect, maintain perfection of, and satisfy our security interest in the Collateral.

The Security Agreement paragraphs on the reverse side are part of this Security Agreement paragraph.

**HOW INTEREST IS COMPUTED:** Interest is computed each day by applying 1/365th (1/366th in leap years) of the Note Rate to the Principal balance outstanding on that day. The amount of interest included in the Total of Payments above was computed on the assumption that all payments will be made as provided in the Payment Schedule. If any payment is late, more interest will accrue. If you pay early, less interest will accrue. Any increase or decrease in interest caused by late or early payments will be reflected in your last payment, which will be modified to reflect the amount then due. You may prepay all or part of the Principal balance due at any time, without penalty or premium. If you make a partial prepayment, you must continue to make payments according to the Payment Schedule until the Principal balance and all accrued interest are paid in full.

**SET-OFF:** The law gives us a right of set-off in any of your property in our possession at any time, including deposit accounts. This means that if you default, we may exercise our right of set-off and apply any of your property in our possession, including deposit accounts, to the sums you owe on this Note. The deposit account agreements may give us additional rights in any money on deposit.

**FLOOD INSURANCE:** ☒ If checked, insurance is required against flood damage to improved real property or mobile home Collateral.

**PROPERTY INSURANCE:** If this Note is secured by Collateral which is in our possession, insurance against physical damage to the Collateral is required for the full term of this Note.

your responsibilities regarding any personal property Collateral are provided in this Security Agreement, which continues on the reverse side. Our rights in any real property Collateral are contained in the Mortgage. At your expense, you will cooperate and join with us in signing and filing documents and in taking any other

**CREDIT INSURANCE IS NOT REQUIRED:** Subject to acceptance by the insurer named below, credit insurance is available through us for the term of the loan. The cost(s) shown below. Single Credit Life Insurance and Single Credit Disability Insurance are available to any one Borrower or Co-Signer signing below for insurance on the Credit Life Insurance is available to any two of you signing below for such insurance. No credit insurance will be provided unless the appropriate statement(s) is signed by the person(s) to be insured and the cost(s) shown below are included in the itemization of the Amount Financed. (See the NOTICE OF PROPOSED CREDIT INSURANCE on the reverse side.)

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

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

By signing, you both want Joint Credit Life Insurance, which costs \$ \_\_\_\_\_ What are your ages?

Signature of person to be insured for Single Credit Life Insurance \_\_\_\_\_

Signature of person to be insured for Single Credit Disability Insurance \_\_\_\_\_

1. \_\_\_\_\_ Years  
2. \_\_\_\_\_ Years  
Signatures of both persons to be insured for Joint Credit Life Insurance \_\_\_\_\_

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

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

SEE YOUR INSURANCE CERTIFICATE OR POLICY FOR INFORMATION ABOUT THE MAXIMUM AMOUNT OF INSURANCE AVAILABLE

By signing, you (both of you) do not want credit insurance.

*Debra L. Flynn*  
Debra L. Flynn

Signature of Borrower

Signature of Borrower

Insurer: UNION SECURITY LIFE INSURANCE COMPANY, ATLANTA, GA.

THE ADDITIONAL TERMS AND SECURITY AGREEMENT ON THE REVERSE SIDE ARE PART OF THIS NOTE.  
BY SIGNING BELOW, YOU INTEND TO BE LEGALLY BOUND BY ALL OF THE TERMS OF THIS NOTE.  
YOU ALSO ACKNOWLEDGE RECEIVING A COMPLETED COPY OF THIS NOTE.

*Debra L. Flynn*  
Borrower's Signature: Debra L. Flynn

203 North 2nd St., Clearfield, PA. 16830  
Address

Borrower's Signature

Address

### NOTICE TO CO-SIGNER

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

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

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

**CO-SIGNER'S SURETY AGREEMENT:** You, the person (or persons) signing below as "Co-Signer," promise to pay to us, or to our order, the Principal sum, plus interest and other charges, as provided in this Note. You intend to be legally bound by all the terms of this Note, separately and together, with the Borrower. You are making this promise to induce us to make the loan to the Borrower, even though the proceeds will be used only for the Borrower's benefit. You agree that we may seek immediate payment from you without making any prior demand for payment on the Borrower. You also acknowledge receiving a completed copy of this Note.

Co-Signer's Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

Co-Signer's Signature \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

**CO-OWNER'S SECURITY AGREEMENT:** You, the person signing as "Co-Owner" below, together with the Borrower or otherwise being all of the owners of the Collateral, grant us a security interest in the Collateral identified above. If the Collateral consists of personal property, you agree to be bound by the terms of the Security Agreement contained in this Note. If the Collateral consists of real property, you agree to be bound by the terms of the Mortgage. You are granting us this security interest to induce us to make the loan to the Borrower and to secure the payment by the Borrower of all sums due under this Note. If, on default and sale of the Collateral, there remains any sum still due us on the Note, you will not be obligated to pay us that sum.

Co-Owner's Signature \_\_\_\_\_

Address \_\_\_\_\_

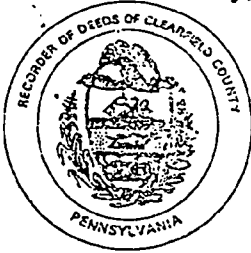
Date \_\_\_\_\_

BANCONSUMER FORM PAS139-SLC-01 (Rev. 3/92)  
16820 3/92

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

©1991 BANCONSUMER SERVICE, INC.  
CORP. 01-046502

ORIGINAL



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

# Mortgage

36641

VOL

VOL 1564

THIS MORTGAGE is made this 9th day of July, 19 92,  
between Debra L. Flynn

(hereinafter called "Mortgagor") and Integra Bank/North (hereinafter called "Mortgagee"). As  
used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall  
be jointly and severally bound by the terms hereof.

WHEREAS, Debra L. Flynn

(hereinafter, whether one or more, called the "Borrower"), (is) (are) indebted to Mortgagee in the principal sum of  
Twenty Thousand and-----00/100-----Dollars (\$ 20,000.00 )  
evidenced by a note (the "Note") dated \_\_\_\_\_, 19\_\_\_\_;

TO SECURE the payment of all sums due or which may become due under the Note, and any and all  
extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Indebtedness"), as well as to  
secure Borrower(s)'s obligations under the Note and Mortgagor's performance under this Mortgage, Mortgagor by these  
presents, intending to be legally bound, does grant, bargain, sell, and convey unto Mortgagee, its successors, and its  
assigns all that certain property situate in township of Lawrence, Clearfield  
County, Pennsylvania, and more particularly described in Exhibit "A," attached hereto and made a part hereof;

TOGETHER WITH ALL AND SINGULAR the buildings and improvements, streets, lanes, alleys, passages,  
ways, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances thereunto belonging or in any  
way appertaining, and the reversions and remainders, rents, issues, and profits thereof (all of the foregoing is hereinafter  
called the "Mortgaged Property");

TO HAVE AND TO HOLD the same unto the said Mortgagee, its successors and its assigns, FOREVER.  
PROVIDED, HOWEVER, upon payment in full of the Indebtedness, the estate hereby granted shall be  
discharged.

MORTGAGOR represents, warrants, covenants, and agrees that:

1. Mortgagor will keep and perform all the covenants and agreements contained herein.
2. Without prior written consent of Mortgagee, Mortgagor will not ~~cause or permit~~ legal or equitable  
title to the Mortgaged Property or any part thereof to become vested in any other person or entity by sale, assignment,  
or other transfer, voluntarily or by operation of law.
3. Mortgagor warrants generally title to the Mortgaged Property, and further warrants that the Mortgaged  
Property is held and shall continue to be held free and clear of all liens, claims, and encumbrances, except for any  
liens, claims, and encumbrances that are of record as of the date hereof or as are otherwise expressly permitted by  
Mortgagee.
4. Mortgagor will pay when due all taxes, assessments, levies, and other charges on or against the Mort-  
gaged Property which may attain priority over this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option  
may elect to pay such taxes, assessments, levies, or other charges. At Mortgagee's request, Mortgagor shall deliver  
written evidence of all such payments to Mortgagee.

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

BEGINNING at an iron pin on the Pennsylvania State Highway leading from Clearfield to Penfield, thence North twenty five (25) degrees forty-five (45) minutes West one hundred twenty two and five-tenths (122.5) feet along said Highway to an iron pin; thence South sixty-four (64) degrees fifteen (15) minutes West Three Hundred Twenty-eight and five-tenths (328.5) feet along lands of Elsie T. Thomas to an iron pin located on the Irvin Tract; thence South thirty-four (34) degrees fifteen (15) minutes East Two Hundred Twenty-Six and five-tenths (226.5) feet along said Irvin tract to an iron pin at the corner of Collins Land; thence South eighty-nine (89) degrees fifteen (15) minutes East Two Hundred Thirty-one and five-tenths (231.5) feet along said Collins land to an iron pin at the corner of lands of Charles Poole; thence North no (0) degrees thirty (30) minutes East two hundred eight (208) feet along said lands of Charles Poole to an iron pin located on the Pennsylvania State Highway leading from Clearfield to Penfield being point and place of Beginning. Containing One and seven hundred thirty-three thousandths (1.733) acres.

EXCEPTING AND RESERVING from the Grant herein, lots No. 1 and 8, the reservation of which lots appear in the prior chain of title in Clearfield County Deed Book 430 at page 393.

EXCEPTING from the Grant herein, lots No. 4, 5, 6, 7 and the western part of lots 2 and 3 as set forth in prior outsales of record and described in the following Clearfield County Deeds: Book 430 at page 527, Book 649 at page 187, and Book 785 at page 532.

ALSO EXCEPTING and RESERVING the right of all lot owners to use in common with the Grantee and her assigns, the right of ingress, egress, and regress over and upon Irvin Avenue and Thomas Street, as such common easement also appears in the prior chain of title.

SUBJECT to a certain 10 foot wide and 100 foot long right of way along the southwestern line of the rest and residue of the property actually conveyed to mortgagor and as described in the Clearfield County Recorder's Office in Deed Book 785 at page 532.

BEING the same premises which vested in Debra L. Flynn, by deed from Betsy L. Kruckenberg, attorney-in-fact for M. Thelma Dale dated July 9, 1993 and recorded in the Office of the Clearfield County Register and Recorder in Deeds and Records Book Volume 1542 at page 537 on July 9, 1993.

5. Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the written consent of Mortgagee, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on the Mortgaged Property, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mortgagee.

6. Mortgagor shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Mortgagee shall require, in such amounts as Mortgagee shall require. Mortgagor shall purchase flood insurance as and to the extent required by law. Mortgagor may obtain such insurance from any insurer(s) of Mortgagor's choice, provided that said insurer(s) shall be acceptable to Mortgagee. At Mortgagee's request, all insurance policies shall contain loss payable clauses in favor of Mortgagee and Mortgagor shall deliver written evidence of all such insurance to the Mortgagee.

If Mortgagor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Mortgagee at its sole option may elect to do so. In the event of loss, Mortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagee at its option may elect to make proof of loss if Mortgagor does not do so promptly, and to take any action it deems necessary to preserve Mortgagor's or Mortgagee's rights under any insurance policy.

Insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Indebtedness, as Mortgagee may determine in its sole discretion. Mortgagor hereby appoints Mortgagee, its successors, and assigns as Mortgagor's attorney in fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds. Any balance of insurance proceeds remaining after payment in full of amounts due hereunder shall be paid to Mortgagor.

7. Mortgagor hereby agrees to repay to Mortgagee on demand all sums which Mortgagee has paid at its sole option under Paragraphs 4 and 6, with interest thereon at the highest lawful rate enforceable against Mortgagor (but not exceeding the contractual rate of interest applicable by the terms of the Note); and all sums so paid, together with interest thereon, until repaid to Mortgagee shall be part of the Indebtedness and be secured hereby.

8. Subject to the rights of the holders of any prior mortgage, Mortgagor hereby assigns to Mortgagee all proceeds of any award in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for conveyance in lieu of condemnation.

9. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded with this Mortgage, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

10. In order to further secure Mortgagee in the event of default in the payment of the Indebtedness secured hereby, or in the performance by Mortgagor of any of the covenants, conditions, or agreements contained herein, or in the performance by Borrower(s) of all obligations under the Note, Mortgagor hereby assigns and transfers to Mortgagee, its successors and assigns, any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Mortgaged Property under said leases or otherwise, without obligation of Mortgagee to perform or discharge any obligation, duty, or liability under such leases, but with full authorization to collect all rents under the leases or otherwise, to take possession of and rent the Mortgaged Property, and to take any action, including legal action, it deems necessary to preserve Mortgagor's or Mortgagee's rights under such leases.

11. In the event of any breach of any warranty, covenant, or agreement contained herein, or in the event that any representation or warranty contained herein proves to be false or misleading, or in the event of any default under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Indebtedness, or in the event of default under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property, Mortgagee may, in addition to exercising any rights which Mortgagee may have under the terms of any agreement securing repayment of, or relating to, any portion of the Indebtedness, or otherwise provided by law, foreclose

the Indebtedness, together with costs of suit and an attorney's commission of twenty percent (20%) of the total Indebtedness.

12. The rights of Mortgagee as provided herein, in the Note, or in any other agreement securing repayment of, or relating to, any portion of the Indebtedness, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Mortgagee's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

13. Without notice to Mortgagor, Mortgagee may deal with Borrower(s), the Indebtedness and any collateral security therefor in such manner as Mortgagee may deem appropriate or advisable including without limitation, renewing or extending the Indebtedness or any part thereof, accepting partial payment, substituting or releasing other collateral for the Indebtedness, releasing and discharging from liability Borrower(s) or any guarantor or other person liable for all or part of the Indebtedness, all without impairing the obligations of Mortgagor or the rights of Mortgagee hereunder.

14. The covenants, conditions, and agreements contained herein shall bind the heirs, personal representatives, and successors of the Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of the Mortgagee.

15. This Mortgage shall be governed by the laws of Pennsylvania, unless federal laws apply. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

BY SIGNING THIS MORTGAGE, MORTGAGOR ACKNOWLEDGES RECEIPT OF AN EXACT COPY OF THE MORTGAGE, WITH ALL BLANKS APPROPRIATELY FILLED IN.

WITNESS the due execution and sealing hereof the day and year first above written.

WITNESS:

*James S. Ballestra*

*Debra L. Flynn*

(SEAL)

(SEAL)

(SEAL)

(SEAL)

#### ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

COUNTY OF Clearfield

SS:

On the 9th day of July, 1993,  
before me personally came Debra L. Flynn

\_\_\_\_\_, who being duly sworn,  
did acknowledge that she did sign the foregoing instrument, and that the same is her  
free act and deed. In testimony whereof, I have hereunto subscribed my name.

My Commission Expires:

April 12, 1997

(SEAL)

NOTARIAL SEAL  
SHIRLEY A. MILLER, Notary Public  
Clearfield Boro, Clearfield County, PA  
My Commission Expires April 12, 1997

## Certificate of Residence of Mortgagee

Integra Bank/North, Mortgagee within named, hereby certifies that its principal place of business is at  
1200 Old Town Road, Clearfield, PA. 16830

By Timothy E. Durant  
Timothy E. Durant, Esquire  
Attorney for Debra L. Flynn  
 Title of Officer

No. 36646173001

**Mortgage**

FROM

Debra L. Flynn  
 1234 Turnpike Ave.  
 Clearfield, PA. 16830

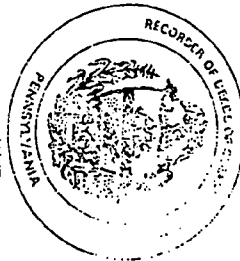
TO

Integra Bank/North

LAND IN

Clearfield County

Dated .....19.....  
 Amount \$ .....  
 Interest from .....19.....



Karen L. Starck  
 Recorder of Deeds  
 ATTORNEY AT LAW

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

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.

CLEARFIELD COUNTY 7/9/93  
 ENTERED OF RECORD  
 TIME 3:58 PM  
 BY Timothy E. Durant  
 FEES 15.50

Karen L. Starck, Recorder

Recorder

Entered of Record 10/21 1993, 1:45pm Karen L. Starck, Recorder

Entered of Record 7-9 1993 3:58 PM Karen L. Starck, Recorder



Date: December 2, 1999

**ACT 91 NOTICE  
TAKE ACTION TO SAVE  
YOUR HOME FROM  
FORECLOSURE\***

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

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

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

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

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

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

HOMEOWNER'S NAME(S): Debra L. Flynn

PROPERTY ADDRESS: 1234 Turnpike Clearfield, PA 16830

LOAN ACCT. NO.: I463313664617301

ORIGINAL LENDER: National City Bank

CURRENT LENDER/SERVICER: National City Corporation

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM**

**COPY**

**RECEIVED**



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

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

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

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

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

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

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

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

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

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are  
very limited. They will be disbursed by the Agency under the eligibility criteria  
established by the Act. The Pennsylvania Housing Finance Agency has sixty (60)

**COPY**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN  
SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE  
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the consumer credit counseling agency listed at the end of this notice, the lender  
may NOT take action against you for thirty (30) days after the date of this  
meeting. The names, addresses and telephone numbers of designated consumer  
credit counseling agencies for the county in which the property is located are set  
forth at the end of this Notice. It is only necessary to schedule one face-to-face  
meeting. Advise your lender immediately of your intentions.

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

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

**AGENCY ACTION** -- Available funds for emergency mortgage assistance are  
very limited. They will be disbursed by the Agency under the eligibility criteria  
established by the Act. The Pennsylvania Housing Finance Agency has sixty (60)

**COPY**

days to make a decision after it receives your application. During that time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by the Pennsylvania Housing Finance Agency of its decision on your application.

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

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

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

**NATURE OF THE DEFAULT** --The MORTGAGE debt held by the above lender on your property located at: 1234 Turnpike Clearfield, PA 16830

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE  
PAYMENTS for the following months:  
June 9, 1999, July 9, 1999, August 9, 1999, September 9, 1999,  
October 9, 1999, November 9, 1999  
The following amounts are now past due:

Principal: \$1,546.20

Interest: \$

Escrow: \$

Late charges: \$

Attorney fees/costs: \$

Other charges (explain/itemize) \$

**TOTAL AMOUNT PAST DUE: \$1,546.20**

**B. YOU HAVE FAILED TO TAKE THE FOLLOWING ACTION**  
(Do not use if not applicable):

**COPY**

**HOW TO CURE THE DEFAULT** --You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,546.20, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**  
National City Corporation, P.O. Box 94956, Cleveland, OH 44101, Attn. J. Dragutinovic Loc. 7103. You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable.) January 1, 2000

**IF YOU DO NOT CURE THE DEFAULT**--If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to

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

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

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

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

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

**HOW TO CONTACT THE LENDER:**

Name of Lender: National City Corporation

Address: 6750 Miller Rd., Brecksville, OH 44141

Phone Number: 440-546-6947

Fax Number: 440-546-6789

Contact Person: J. Dragutinovic

COPY

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

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

Very truly yours,

NATIONAL CITY BANK OF PENNSYLVANIA

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

J. Dragutinovic  
440-546-6947

YOU MAY ALSO HAVE THE RIGHT:

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

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

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

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

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

TO SEEK PROTECTION UNDER THE FEDERAL  
BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR  
COUNTY

**COPY**

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

Northern Tier Community Action  
Corp.  
135 W. Fourth Street  
Emporium, PA 15834  
(814) 486-1161

Northern Tier Community Action  
Corp.  
135 W. Fourth Street  
Emporium, PA 15834  
(814) 486-1161

John F. Kennedy Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
FAX # (814) 898-1243

Northern Tier Community  
Action Corp.  
135 W. Fourth Street  
Emporium, PA 15834  
(814) 486-1161  
FAX # (814) 486-3370

CAMERON COUNTY

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.  
500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA

ELK COUNTY

John F. Kennedy Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
FAX # (814) 898-1243

MCKEAN COUNTY

Northern Tier Community Action  
Corp.  
135 W. Fourth Street  
Emporium, PA 15834  
(814) 486-1161  
FAX # (814) 486-3370

POTTER COUNTY

COPY

### FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 PA.C.S. §4904 relating to unsworn falsifications to authorities, that he/she is LEE ANN KOVA  
FORECLOSURE COORDINATOR of NATIONAL CITY BANK, plaintiff herein, that  
(Title) (Company)

he is duly authorized to make this Verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.

[Signature]  
(Signature)



FILED

MAR 15 2008  
WILSON & STRAIN  
PROCTOR

McKedone  
Pd. \$80.00  
Iceberg

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

NATIONAL CITY BANK OF PENNSYLVANIA,  
s/i/t INTEGRA BANK/NORTH

Plaintiff

332  
No. 00-322-CD

vs.

21 DEBRA L. FLYNN,

Defendant

PRAECIPE FOR DEFAULT JUDGMENT

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

c/o Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

AND THE DEFENDANT IS:  
1234 Turnpike Avenue  
Clearfield, PA 16830

JON A. McKECHNIE  
PA I.D. NO. 36268  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

WWR#01811958

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: Jon McKechnie  
ATTORNEYS FOR PLAINTIFF

FILED

11/13/00

William A. Shaw  
Prothonotary

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY  
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

NATIONAL CITY BANK OF PENNSYLVANIA,  
s/i/i/t INTEGRA BANK/NORTH,

Plaintiff

No. 00-332-CD

vs.

DEBRA L. FLYNN,

Defendant

**PRAECIPE FOR DEFAULT JUDGMENT**

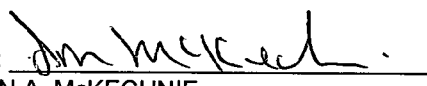
TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Debra L. Flynn, above named, in the default of an Answer, in the amount of \$12,130.78 computed as follows:

Principal	\$11,243.63
Interest thru 5/3/00	
at the legal interest rate of \$2.65 per diem	\$ 87.15
Attorneys fees	\$ 800.00
Title Search	\$ 50.00
TOTAL	\$12,130.78

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.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
JON A. McKECHNIE  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeceptum attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
JON A. McKECHNIE  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

NATIONAL CITY BANK OF PENNSYLVANIA  
s/v/t INTEGRA BANK/NORTH

Plaintiff

vs.

Civil Action No. 00-332-CD

DEBRA L. FLYNN

Defendant

**IMPORTANT NOTICE**

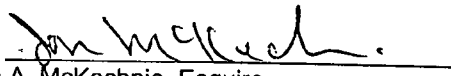
TO: Debra L. Flynn  
1234 Turnpike Avenue  
Clearfield, PA 16830

Date of Notice: April 14, 2000

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN 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:

PENNSYLVANIA BAR ASSOCIATION  
P.O. BOX 186  
HARRISBURG, PA 17108  
(800) 692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By:   
Jon A. McKechnie, Esquire  
PA I.D. #36268  
WELTMAN, WEINBERG & REIS, CO., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219  
412-434-7955

WWR #01811958

**THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED

Atty McKeechie pd \$30.00

M13351 not. to Dy.

WHEAT, STAN  
PROSECUTOR

Statement to Atty McKeechie

~~for~~

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

COPY

NATIONAL CITY BANK OF PENNSYLVANIA,

s/i/i/t INTEGRA BANK/NORTH

Plaintiff(s)

vs.

DEBRA FLYNN

Defendant(s)

No. 00-332-CD

Real Debt \$12,130.78

Atty's Comm \_\_\_\_\_

Costs \$ \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$20.00

Instrument Default Judgment

Date of Entry May 15, 2000

Expires May 15, 2005

Certified from the record this 15th day of May, 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

JON A . MCKECHNIE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF

00-332-CD

VS

FLYNN, DEBRA L.

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW MARCH 23, 2000 AT 12:45 PM EST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON DEBRA L. FLYNN,  
DEFENDANT AT RESIDENCE 1234 TURNPIKE AVE., CLEARFIELD,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DEBRA L. FLYNN  
A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN  
MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS  
THEREOF.

SERVED BY: DAVIS/MORGILLO

20.00 SHFF. HAWKINS PAID BY: ATTY  
10.00 SURCHARGE PAID BY: ATTY

SWORN TO BEFORE ME THIS

24th DAY OF March 2000

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

SO ANSWERS,

Chester A. Hawkins  
by Maury Hays

CHESTER A. HAWKINS  
SHERIFF

FILED

MAR 24 2000  
9:33 PM  
W. A. Shaw  
Prothonotary

E. Hays



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

NATIONAL CITY BANK OF  
PENNSYLVANIA, s/i/i/t INTEGRA  
BANK/NORTH,

Plaintiff,

vs.

DEBRA L. FLYNN,

Defendant

332  
NO: 00-322-CD

PRAECIPE FOR WRIT OF EXECUTION  
FOR MORTGAGE FORECLOSURE

Filed on Behalf of:  
Plaintiff

Counsel or Record for this Party

Jon A. McKechnie  
PA I.D. #36268  
Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219

WWR #01811958

**FILED**

AUG 15 2000

William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, s/i/i/t INTEGRA  
BANK/NORTH,

Plaintiff,

332  
NO: 00-322-CD

vs.

DEBRA L. FLYNN,

Defendant

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter

1. directed to the Sheriff of Clearfield County
2. against Defendant
3. Judgment Amount

\$12,130.78

Interest at the rate of \$2.65 per diem from  
5/3/00 to 10/3/00

\$ 405.45


\$12,536.23

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)

\$ 150. -

Date: 8-15-00



Jon A. McKechnie  
Attorney for Plaintiff  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, Pennsylvania 15219

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

NATIONAL CITY BANK OF PENNSYLVANIA,  
S/I/I/T INTEGRA BANK/NORTH  
Plaintiffs

332  
NO: 00-322-CD

DEBRA L. FLYNN  
Defendants  
Garnishee  
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, Plaintiff  
(s) from DEBRA L. FLYNN, Defendant (s).

- (1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:  
PROPERTY
- (2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of:  
GARNISHEE  
GARNISHEE (S) as follows: ACCOUNT and to notify the garnishee (s) that: (a) an attachment has  
been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the  
defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
- (3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of  
anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as  
a garnishee and is enjoined as above stated.

AMOUNT DUE: \$12,130.78  
INTEREST: 5-3-00 TO 10-3-00 AT \$2.65  
PER DIEM \$405.45

PAID: \$150.00

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

ATTY'S COMM: \$  
DATE: AUGUST 15, 2000

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

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

REQUESTING PARTY NAME:  
JON A. MCKECHNIE

\_\_\_\_\_  
Sheriff

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

NATIONAL CITY BANK OF PENNSYLVANIA,  
S/I/I/T INTEGRA BANK/NORTH  
Plaintiffs

**332**  
NO: 00-~~332~~-CD

DEBRA L. FLYNN  
Defendants  
Garnishee  
Garnishee

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, Plaintiff  
(s) from DEBRA L. FLYNN, Defendant (s).

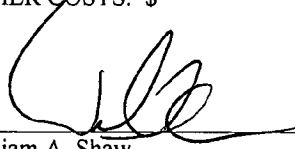
- (1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:  
PROPERTY
- (2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of:  
GARNISHEE  
GARNISHEE (S) as follows: ACCOUNT and to notify the garnishee (s) that: (a) an attachment has  
been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the  
defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
- (3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of  
anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as  
a garnishee and is enjoined as above stated.

AMOUNT DUE: \$12,130.78  
INTEREST: 5-3-00 TO 10-3-00 AT \$2.65  
PER DIEM \$405.45

PAID: \$150.00

ATTY'S COMM: \$  
DATE: AUGUST 15, 2000

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

  
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 15<sup>th</sup> day  
of August A.D. 2000  
at 1:13 A.M. (P.M.)

  
Sheriff by Murgant Hunkler

REQUESTING PARTY NAME:  
JON A. MCKECHNIE

**In The Court of Common Pleas of Clearfield County, Pennsylvania**

Sheriff Docket # 10090

NATIONAL CITY BANK OF

00-322-CD

VS.

FLYNN, DEBRA L. EX

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, AUGUST 31, 2000, AT 5:59PM O'CLOCK A LEVY WAS TAKEN ON THE  
PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.

NOW, SEPTEMBER 1, 2000, 10:19 AM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE COPY OF LEVY ON DEBRA L. FLYNN, DEFENDANT, AT HER PLACE  
OF RESIDENCE, 1234 TURNPIKE AVENUE, CLEARFIELD, CLEARFIELD COUNTY,  
PENNSYLVANIA, 16830, BY HANDING TO DEBRA L. FLYNN, DEFENDANT, A TRUE  
AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE  
AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, OCTOBER 16, 2000, RECEIVED TREASURER'S CHECK #125508 IN THE  
AMOUNT OF FOURTEEN THOUSAND (\$14,000.00) DOLLARS FROM RICHARD C.  
FLYNN, FATHER OF DEBRA L. FLYNN, DEFENDANT, FOR PAYMENT IN FULL OF  
DEBT AND ALL COSTS.

NOW, OCTOBER 18, 2000, PAID DEBT AND COSTS IN FULL. SALE IS TO BE  
CANCELLED.

SHERIFF HAWKINS \$389.68  
SURCHARGE 20.00  
PAID BY DEFENDANT

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10090

NATIONAL CITY BANK OF

00-322-CD

VS.

FLYNN, DEBRA L. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

19th Day Of October 2000  
*William A. Shaw*

So Answers,

*Chester A. Hawkins*  
by Margaret H. Puth  
Chester A. Hawkins  
Sheriff

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

FILED

OCT 19 2000  
6:32 pm  
William A. Shaw  
Prothonotary *WAS*

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 vendue 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	1.00
LEVY	15.00
MILEAGE	1.00
POSTING	15.00
CSDS	10.00
COMMISSION	2% 250.72
POSTAGE	+ 3.96
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	
DEED	<del>38.00</del>
ADD'L POSTING	
ADD'L LEVY	1.00
ADD'L MILEAGE	2.00
BID	
RETURNS/DEPUTIZE	
COPIES	5.00
TOTAL SHERIFF COSTS	\$ 389.62
DEED COSTS:	

REG & REC \$ 15.50

ACKNOWLEDGEMENT 5.00

TRANSFER TAX 2%

TOTAL DEED COSTS

DEBT & INTEREST:

AMOUNT DUE	\$ 12,130.78
INTEREST 5-3-00 to 10-3-00	
at \$2.65 PER DIEM	405.45

TOTAL \$ 12,536.23

COSTS:

ATTORNEY FEES \$

PRO. SATISFACTION

ADVERTISING 341.70

LATE CHARGE & FEES \$

TAXES-Collector

TAXES-Tax Claim

COSTS OF SUIT - TO BE ADDED

LIST OF LIENS

MORTGAGE SEARCH

COSTS \$ 150.00

DEED COSTS

ATTORNEY COMMISSION

SHERIFF COST 389.62

LATE FEES

LEGAL JOURNAL 117.00

REFUND OF ADVANCE 1,000.00

REFUND OF SURCHARGE 20.00

TOTAL \$ 13,554.61

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

CHESTER A. HAWKINS, SHERIFF