

00-533-CD
MBOC BANK -vs- KENNETH J. MAYES et al

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

WNBOC BANK,

Plaintiff

VS.

WKENNETH J. MAYES W and
WLINDA D. MAYES, W

Defendants

NO. 00 - 533 - C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE, BOX 6
DU BOIS, PA 15801
(814) 371-2730

FILED

MAY 08 2000

William A. Shaw
Prothonotary

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

NBOC BANK,	:	NO. 00 -	- C.D.
	:		
Plaintiff	:		
	:		
VS.	:		
	:		
KENNETH J. MAYES and	:		
LINDA D. MAYES,	:		
	:		
Defendants	:		

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED 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.

DAVID MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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

NBOC BANK,	:	NO. 00 -	- C.D.
	:		
Plaintiff	:		
	:		
VS.	:		
	:		
KENNETH J. MAYES and	:		
LINDA D. MAYES,	:		
	:		
Defendants	:		

COMPLAINT

AND NOW, comes the Plaintiff, **NBOC BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **NBOC BANK** is a Pennsylvania banking corporation, with a branch office place of business at P.O. Box 400, Indiana, Indiana County, Pennsylvania 15701.

2. Defendant **KENNETH J. MAYES** is an adult individual with a last known address at 413 Blanchard Street, Osceola Mills, Clearfield County, Pennsylvania 16666.

3. Defendant **LINDA D. MAYES** is an adult individual with a last known address at R. R. # 1, Box 626C, Osceola Mills, Clearfield County, Pennsylvania 16666.

4. On August 5, 1988, Defendants executed and delivered to Plaintiff a Purchase Money Mortgage and a Promissory Note upon the premises hereinafter described which Purchase Money Mortgage was recorded on August 10, 1988, in Clearfield County Deed and Records Book Volume

1238, page 77. True and correct copies of the Purchase Money Mortgage and Promissory Note are attached hereto as Exhibits "A" and "B", respectively and are incorporated herein by reference.

5. Said Mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on February 2, 2000, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

7. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face-to-face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

8. The premises subject to the Mortgage is the property located at 413 Blanchard Street, Osceola Mills, Clearfield County, Pennsylvania, 16666 and is described on Exhibit "E" attached hereto and made a part hereof.

9. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Purchase Money Mortgage and Promissory Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Purchase Money Mortgage and Promissory Note secured thereby is:

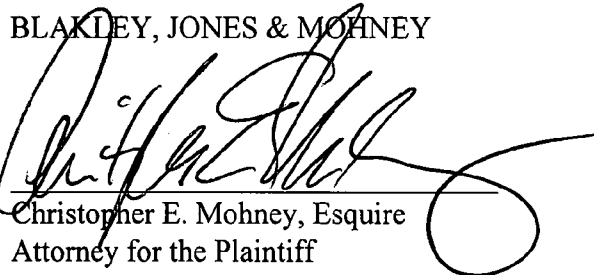
Current Balance -	\$25,428.18
Interest payoff (as of _____) -	\$
Late Fees -	\$
Attorney's fee -	<u>\$ 500.00</u>
TOTAL:	\$

WHEREFORE, Plaintiff demands judgment in the amount of \$ _____, plus interest thereon at a per diem rate of _____ on unpaid principal balance from April 14, 2000, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **KENNETH J. MAYES and LINDA D. MAYES.**

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

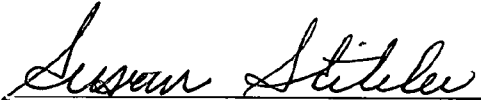
BY:


Christopher E. Mohny, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

VERIFICATION

I, SUSAN STITELER, Assistant Vice President of NBOC BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.



Susan Stiteler

IN THIS MORTGAGE, dated August 5th, 1988, you are Kenneth J. Mayes and Linda D. Mayes, the person(s) signing as "Owner" below.

You reside at 413 Blanchard St. Osceola Mills, Pa. 16666

We are NATIONAL BANK OF THE COMMONWEALTH

with an office located at P.O. Box 400, Indiana, Pennsylvania 15701

You are giving us this Mortgage in consideration of the Home Equity Line Account (called the "Account") which we are making, or have made, available to Kenneth J. Mayes and Linda D. Mayes

(whether one or more than one, called the "Borrower") and to induce us to open the Account or maintain the Account in effect. Intending to be legally bound by this Mortgage, you are mortgaging and granting us a lien and security interest in the real property located in Osceola Borough (township/borough/city), Clearfield (county), Commonwealth of Pennsylvania, which is designated as Block _____, Lot _____, and with an address of 413 Blanchard St. Osceola Mills, Pa. 16666 (street address) (called the "Property"),

together with all present and future improvements, easements, rights, interests and other property that are or become part of the Property. The Property is more fully described in the Deed by which you acquired the Property, which is recorded with the Recorder of Deeds of Clearfield County, in Deed Book 876 (book no.), beginning on Page 385 (page no.).

AMOUNTS SECURED BY MORTGAGE. Under the terms of the Account agreement (called the "Agreement") with us, dated August 5th 1988, we are absolutely obligated to make all loans properly requested from time to time by the Borrower up to the Borrower's credit limit of \$ 28,000.00. This Mortgage secures all advances made to the Borrower on the Account, including all loans and advances that we have already made or are later required to make to the Borrower under the Agreement. This Mortgage also secures (i) any amounts that we may advance to pay for insurance, taxes, repairs, or claims on the Property for which you or the Borrower fail or refuse to pay, (ii) our collection costs, including all court costs, expenses, and legal fees, if you or the Borrower default on the Agreement or this Mortgage, (iii) all charges that we impose on the Borrower in connection with the Account, including interest and other charges for loans and advances on the Account, (iv) the full performance of your promises in this Mortgage and the Borrower's promises in the Agreement, and (v) all extensions, renewals, modifications, or amendments of the Agreement, regardless of whether you are notified of any such changes. If you fail to perform any obligation under this Mortgage, we may perform it for you if we choose. Any resulting costs and expenses that we incur may be added to the Account balance, and will accrue interest until fully repaid.

OWNERSHIP. You represent that you are the only owner(s) of the Property, and you have the right to mortgage it to us. There are no mortgages, liens or other claims against the Property, except those that are indicated in the County records and those that you have told us about. You will not permit any illegal use of the Property.

PROMISES OF OWNER(S). You agree as follows:

A. Taxes. You will pay all taxes, assessments, water and sewer rents, and any other charges on the Property when they are due. These include escrow payments made to the holder of any other mortgage on the Property for such charges. If we request it, you will furnish us with proof that these charges have been paid.

B. Maintenance. You will keep the Property in good condition and repair. You will not make major changes to the structures or any other aspect of the Property without our prior approval, including major repairs.

C. Insurance. You will keep all buildings and improvements on the Property insured at all times against losses caused by fire, flooding, and any other common "extended coverage" hazards, including any which we may require. Whatever insurance company you choose must be acceptable to us, although our approval will not be unreasonably withheld. All such insurance policies and renewals must be in a form and amount reasonably acceptable to us. The policies must name us as loss-payee, or second loss-payee, which means that it is our right to receive payment on all insurance claims. All insurance policies must also provide for not less than ten days' written notice of cancellation or reduction in coverage. You will deliver all policies or other proof of insurance to us if we request it. In the event of any loss or damage to the Property, you will promptly notify both us and the insurance company. We may file a proof of claim on your behalf if you fail to do so. You authorize us to sign your name to any check, draft or other order for the payment of insurance proceeds. If we reasonably believe that any insurance proceeds which we receive are adequate to repair the related loss or damage to the Property, we may permit you to use the proceeds for this purpose. Otherwise, we will apply the proceeds to reduce the amounts owed under the Agreement and this Mortgage.

D. Permission Required for Transfer of Property. You will not sell, mortgage, or transfer ownership in the Property or any part of the Property to any other person without our prior written consent.

E. Other Mortgages. You will perform all of your obligations under any other mortgage on the Property, including making all payments when due.

F. Condominium. If the Property is a unit in a condominium or a planned unit development, you will pay all condominium fees, charges and assessments. You will perform all of your obligations under the declaration and/or other document(s) governing the condominium or development, including all applicable by-laws and regulations.

DEFAULT. The Agreement states when and how we may declare a default. If we declare a default under the Agreement, this Mortgage will also be in default. If we send you and the Borrower a notice of the default and the right to cure the default as provided by law, we can require the Borrower to immediately pay us the entire balance owing under the Agreement unless you or the Borrower cure the default within the time period stated in the notice. If neither you nor the Borrower pays us that amount within that time, we may foreclose on this Mortgage. This means that we can have the Property sold, as provided by law, and use the proceeds to pay the entire amount owed by the Borrower under the Agreement and owed under this Mortgage. If we receive more money from the sale than is owed, we will pay the surplus to you or the Borrower, in our discretion. If the Borrower owes more than we receive from the sale, the Borrower must pay us the difference, not you.

BINDING EFFECT. This Mortgage remains effective against you and all future owners and tenants of the Property until the Borrower has paid all amounts owing under the Agreement, the Agreement is terminated, and this Mortgage is cancelled by us. This Mortgage remains in effect so long as the Agreement remains in effect, even if the Account and all other amounts or charges owed us under the Agreement are repaid. You may notify us in writing that you do not want this Mortgage to secure additional loans to the Borrower, but this notice will not be effective until the fifth business day after we receive it at our address indicated above. If you do this, we will cancel this Mortgage only after all amounts owed us under the Agreement as of the effective date of your notice (and any amounts owed us under this Mortgage) are paid in full.

GENERAL PROVISIONS. We can take action under the Agreement or this Mortgage without losing our right to take other courses of action under the Agreement or this Mortgage, and can delay enforcing any of our rights under the Agreement or this Mortgage without losing those rights or any other rights. If we choose not to enforce any provision of the Agreement or this Mortgage, we can still enforce that provision or any other provision on any other occasion. We can extend the time for payment of amounts owed under the Agreement, modify and amend the terms of the Agreement, and add or release any persons obligated to us on the Agreement at any time without notice to you and without affecting our rights and your obligations under this Mortgage. We can inspect the Property at a reasonable time by giving you prior notice of the inspection and telling you our reasonable purpose for the inspection. If the Property, in whole or in part, is

condemned or taken by any governmental authority or agency, any award or damages for the condemnation or taking will be paid to us and may be used by us to pay any amount owed under the Agreement or Mortgage. You assign us any rents which may be paid by tenants of the Property, and if we declare a default we can notify the tenants of the assignment and collect and apply these rents to amounts owed under the Agreement and the Mortgage. You waive your rights under any laws governing appraisal of the Property, stay of execution, or exemption from execution. We can assign the Agreement, the Account, and this Mortgage at any time without notice to you, and this Mortgage will be for the benefit of anyone to whom we may transfer or assign it. This Mortgage is subject to the laws of the State in which the Property is located. If any provision of this Mortgage conflicts with applicable law, the remainder of the Mortgage will remain effective and binding. Except as otherwise required by law, all written notices under this Mortgage may be delivered personally or by regular or certified mail at the appropriate address above. Notices to you shall be effective when sent. Notices to us shall be effective when actually received by us at the above address.

F. Diane Kaspiuk
(Witness)
F. Diane Kaspiuk
(Witness)

Kenneth J. Mayes (SEAL)
(Owner) Kenneth J. Mayes
Linda D. Mayes (SEAL)
(Owner) Linda D. Mayes

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF Clearfield

BE IT REMEMBERED, that on this 5th day of August, 19 88, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Kenneth J. Mayes and Linda D. Mayes who is/are known (or were proven) to me to be the person(s) named in and who executed the above Mortgage, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as a voluntary act and deed, for the uses and purposes expressed in the Mortgage, and desired that it be recorded as such.

F. Diane Kaspiuk
(Notary Public of Pennsylvania)

My Commission Expires:

F. DIANE KASPIK, Notary Public
Moutzdale, Clearfield Co., Pa.
My Commission Expires Sept. 15, 1990

I certify that the precise address of the within named Mortgagee, _____ (name of Lender)
is _____ (address of Lender)

Signature _____ Title _____

(Complete the Following When the Mortgage is Fully Paid:)

To the Recording Officer of _____ County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated _____, 19 _____

Attest:

Lender: _____

By: _____

COMMONWEALTH OF PENNSYLVANIA
TO
Mortgage
County of _____
Commonwealth of Pennsylvania
Recorded on this _____ day of _____, 19 _____
the Recorder's Office of Said County, in Mortgage Book Vol. _____ Page _____
Given under my hand and seal of the said office, the day and year aforesaid.
Recorder

Name **Kenneth J. Mayes**Date **August 5, 1988**Name **Linda D. Mayes**Credit Line \$ **28,000.00**Property Secured by Mortgage **dated August 5, 1988**Payment Due Date **the 20th day of each month****413 Blanchard St. Osceola Mills, Pa. 16666**Account No. **11-9999-122**

We, the National Bank of the Commonwealth, have approved your application for a Home Equity Line of Credit Account with us. If you, or any of you do not rescind this Agreement within three (3) business days following the date of this Agreement you may obtain loans under this Account at any time up to your credit limit shown above. You may obtain loans by drawing special checks against this Home Equity Line of Credit. We are under no obligation to pay on the special checks which will increase the balance of your Home Equity Line of Credit Account above the established credit line. You agree not to write any checks in an amount less than \$100.00. Every advance from this Account will be a new loan to you.

Definitions as used in this Agreement—

"Account" means your Home Equity Line of Credit Account. "Annual Percentage Rate" means the cost of your loans as a yearly rate. "Billing Statement" means your statement of our charges for your use of the Account. "Finance Charge" means the dollar amount your loan will cost. "Periodic Rate" means the cost of your loans as a daily rate.

Our Charges for Your Loans—

	Closing Costs	Paid in Cash	To Be Financed
a.	Credit Report	\$	\$
b.	Title Examination	\$	\$ 26.50
c.	Appraisal	\$	\$ 75.00
d.	Title Insurance	\$	\$
e.	Survey	\$	\$
f.	Recording Fee	\$	\$ 28.50
g.	Notary Fee	\$	\$
h.	Attorney's Fee	\$	\$
Total		\$ 120.00	\$ 120.00

Total Closing Costs

We will charge you for the costs and fees we incur which are related to our making the Home Equity Line of Credit Account available to you. The "Total Closing Costs" disclosed above may be advanced to you in cash on the date you sign this Agreement or, if you have chosen to finance some or all of these amounts, such amounts will be advanced by us as a loan to you on the fourth business day following the date of this Agreement.

Finance Charge begins on the date each loan advance is posted to your Account. We will figure the Finance Charge on your Account by applying the Periodic Rate to the average daily balance of your Account (including current transactions). To get the "average daily balance," we will take the beginning balance of your Account each day, add any new advances (loans) and any payments or credits or unpaid Finance Charges. This gives us the daily balance. Then we add up all your daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." That average daily balance will be multiplied by the Periodic Rate and by the number of days in the billing cycle to determine the Finance Charge for the billing cycle. The interest rate is subject to change as described below.

Fixed Interest Rate: For **37** monthly billing periods from the date of this Agreement the ANNUAL PERCENTAGE RATE will be **10.90** % which corresponds to a Rate of **.0299** %. At the end of this fixed interest rate period the interest rate charge under this Agreement will vary as defined below and will be **4.25** % above the Index.

Variable Rate: The interest rate may vary for any quarter beginning on the first billing cycle day of January, April, July and October and will be equal to **4.25** % above the average of the auction rates of 3 month Treasury Bills ("Index") for the last auction average rate reported for the week immediately preceding that quarter. The interest rate will be rounded up to the nearest one percent. In the event that auction rates for Treasury Bills of such maturity are no longer reported, we reserve the right to substitute an index at our sole discretion, in order to set quarterly market rates under this Agreement. Any change in the interest rate will correspondingly change your minimum monthly payment. In no event will the interest rate charged

under this Agreement be more than **17.99** % or less than **N/A** %.

Minimum Monthly Payment: You agree to pay us on each payment due date monthly installments of **1/65th** of the loan balance on the date on which the last loan occurred. You agree that there is a minimum payment of the lesser of \$100.00 or the unpaid balance.

Grace Period: If any payment is more than 15 days late you will be charged and you agree to pay a late charge of 5% of the payment amount or \$2.50, whichever is less.

Security Interest—

Security for all sums due on your Account, including future advances, all of the owners of the Premises identified above (called the "Owners" in this Agreement) have executed a deed in our favor dated the same date as this Agreement. Our rights in the Premises and the Owners' obligations are more fully described in the Mortgage. You also grant us a security interest in all deposit accounts you have with us and in any other of your property which is in our possession at any time. You agree that we also have the right of set-off in those deposit accounts and in any other of your property. This means if we declare an Event of Default and give you proper and timely notice, we can set-off against amounts you owe us on this Account all sums we owe on your deposit accounts and the value of your property we are then holding. If any of you elect to obtain credit life insurance, you grant us a security interest in all credit insurance proceeds and return insurance proceeds. The Mortgage requires that you and the Owners obtain and maintain adequate insurance against fire, flood and such other reasonable risks to the Premises as we require. This protects our interests in the Premises when this Agreement is in effect. YOU AND THE OWNERS MAY OBTAIN ANY INSURANCE WE REQUIRE FROM ANY AGENT, BROKER OR INSURANCE COMPANY OF YOUR CHOICE which is licensed to do business in the state where the Premises is located, but we reserve the right to refuse to accept any insurance company or policy which is not acceptable to us. Any proceeds of insurance which we require you to obtain will also be security for all sums due on your Account.

INSURANCE: You understand that you do not have to take out credit life insurance in order to obtain loan advances. If you qualify for it and you do take it out, you will be required to pay the insurance. The insurance will cover only the person(s) who signs below in this "Insurance Section."

By signing, you want Single Credit Life Insurance, which costs \$ **1.37** per \$1,000.00 of coverage. By signing, you both want Joint Credit Life Insurance, which costs \$ **1.37** per \$1,000.00 of coverage.

What are your ages? **41** Years **37** Years

Signature of Borrower to be insured for Single Credit Life Insurance **Kenneth J. Mayes**

Signature of Borrower to be insured for Joint Credit Life Insurance **Linda D. Mayes**

Signatures of both Borrowers to be insured for Joint Credit Life Insurance

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND YOUR RIGHTS TO DISPUTE BILLING ERRORS.

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Date: February 2, 2000

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.

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Kenneth J. Mayes

PROPERTY ADDRESS: 413 Blanchard St, Osceola Mills PA 16666

LOAN ACCT. NO.: 011-9999-9126

ORIGINAL LENDER: NBOC Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM
FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 413 Blanchard St, Osceola Mills PA 16666

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: October, November, December and January totaling \$1,578.42

Other charges (explain/itemize): Late fees of \$0.00

TOTAL AMOUNT PAST DUE: \$1,578.42

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

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 \$1,578.42, 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:**

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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)

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 one (1) month 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: NBOC Bank

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Dean Hudac

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 X may or 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.

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

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688

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

Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546

Date: February 2, 2000

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.

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Linda D. Mayes

PROPERTY ADDRESS: 413 Blanchard St, Osceola Mills PA 16666

LOAN ACCT. NO.: 011-9999-9126

ORIGINAL LENDER: NBOC Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 413 Blanchard St, Osceola Mills PA 16666

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 one (1) month 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.

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Name of Lender: **NBOC Bank**

Address: **PO Box 400, Indiana PA 15701**

Phone Number: **1-800-221-8605**

Fax Number: **(724) 463-5665**

Contact Person: **Dean Hudac**

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 X may or 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.

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CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688

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

Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for additional services.
- ☐ Complete items 3, 4a, and 4b.
- ☐ Print your name and address on the reverse of this form so that we can return this card to you.
- ☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
- ☐ Write "Return Receipt Requested" on the mailpiece below the article number.
- ☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. ☐ Addressee's Address
- 2. ☐ Restricted Delivery

3. Article Addressed to:

Kenneth J. Mayes
413 Blanchard St.
Osceola Mills, PA 16666

4a. Article Number

Z 314 429 985

4b. Service Type

- ☐ Registered
- ☒ Certified
- ☐ Express Mail
- ☐ Insured
- ☒ Return Receipt for Merchandise
- ☐ COD

7. Date of Delivery

2-4-00

5. Received By: (Print Name)

6. Signature (Addressee or Agent)

Kenneth J. Mayes

8. Addressee's Address (Only if requested and fee is paid)

R1 Bx 343A

PS Form 3811, December 1994

102595-99-B-0223

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b.
- ☐ Print your name and address on the reverse of this form so that we can return this card to you.
- ☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
- ☐ Write "Return Receipt Requested" on the mailpiece below the article number.
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I also wish to receive the following services (for an extra fee):

- 1. ☐ Addressee's Address
- 2. ☐ Restricted Delivery

3. Article Addressed to:

Linda D. Mayes
413 Blanchard St.
Osceola Mills, PA 16666

4a. Article Number

Z 314 429 986

4b. Service Type

- ☐ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

2-4-00

5. Received By: (Print Name)

Linda Mayes

6. Signature (Addressee or Agent)

Linda Mayes

8. Addressee's Address (Only if requested and fee is paid)

R1 Bx 626C

PS Form 3811, December 1994

102595-99-B-0223

Domestic Return Receipt

Thank you for using Return Receipt Service.

ALL that certain messuage, tenement and tract of land situate in the Borough of Osceola, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

On the North by Lot No. 185; on the east by Decatur Alley; on the South by Hale Street; and on the West by Blanchard Street. Being a lot 50 by 150 and known as Lot 188 in the general plan of said borough.

Being the same premises which became vested in the grantors herein by deed from Mid State Bank and Trust Company, Executor of the Estate of Elsie W. Stevens, dated June 18, 1982, and recorded in Clearfield County Deed Book 840 page 210.

EXHIBIT "E"

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 00 - C.D.

NBOC BANK,

Plaintiff

VS.

KENNETH J. MAYES and
LINDA D. MAYES,

Defendants

COMPLAINT

LAW OFFICES

BLAKLEY, JONES & MOHNEY

90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

FILED

bro
MAY 08 2000
0/12:30 (w)
William A. Shaw
Prothonotary

PD 80--
BY ATTY
23 CERT TO ATT
SHFF.

1 CERT ATTY

CHRISTOPHER E. MOHNEY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NBOC BANK

00-533-CD

VS

MAYES, KENNETH J.

COMPLAINT

SHERIFF RETURNS

NOW MAY 19, 2000 AT 9:43 AM DST SERVED THE WITHIN COMPLAINT ON LINDA D. MAYES, DEFENDANT AT RESIDENCE, RR#1 BOX 626C, OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LINDA D. MAYES A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.
SERVED BY: NEVLING

NOW MAY 15, 2000 DENNY NAU, SHERIFF OF CENTRE COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT ON KENNETH J. MAYES, DEFENDANT.

NOW JUNE 22, 2000 ATTEMPTED TO SERVE THE WITHIN COMPLAINT ON KENNETH J. MAYES, DEFENDANT BY DEPUTIZING THE SHERIFF OF CENTRE COUNTY. THE RETURN OF SHERIFF NAU IS HERETO ATTACHED AND MADE A PART OF THIS RETURN MARKED "NOT SERVED PER PLAINTIFF'S ATTORNEY".

75.00 SHFF. HAWKINS PAID BY: PLFF.
52.50 SHFF. NAU PAID BY: ATTY.
20.00 SURCHARGE PAID BY: PLFF.

SWORN TO BEFORE ME THIS

10th DAY OF July 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
by Maury Harris
CHESTER A. HAWKINS
SHERIFF

FILED

JUL 10 2000
01:31pm.
William A. Shaw
Prothonotary

61
K24

SHERIFF'S OFFICE

CENTRE COUNTY

Rm 101 Court House, Bellefonte, Pennsylvania, 16823 (814) 355-6803

SHERIFF SERVICE PROCESS RECEIPT, AND AFFIDAVIT OF RETURN

INSTRUCTIONS FOR SERVICE OF PROCESS: You must file one instruction sheet for each defendant. please type or print legibly. Do Not detach any copies.

1. Plaintiff(s)

NBOC BANK

2. Case Number

00-533-CO

3. Defendant(s)

Kenneth J. MAYES

4. Type of Writ or Complaint:

Complaint

SERVE

→
AT

5. Name of Individual, Company, Corporation, Etc., to Serve or Description of Property to be Levied, Attached or Sold.

6. Address (Street or RFD, Apartment No., City, Boro, Twp., State and Zip Code)

7. Indicate unusual service: ☐ Reg Mail ☐ Certified Mail ☐ Deputize ☐ Post ☐ Other

Now, _____ 20____. I SHERIFF OF CENTRE COUNTY, PA., do hereby deputize the Sheriff of _____ County to execute this Writ and make return thereof according to law. This deputation being made at the request and risk of the plaintiff. _____

Sheriff of Centre County

8. SPECIAL INSTRUCTIONS OR OTHER INFORMATION THAT WILL ASSIST IN EXPEDITING SERVICE

NOTE ONLY APPLICABLE ON WRIT OF EXECUTION: N.B. WAIVER OF WATCHMAN - Any deputy sheriff levying upon or attaching any property under within writ may leave same without a watchman, in custody of whomever is found in possession, after notifying person of levy or attachment, without liability on the part of such deputy or the sheriff to any plaintiff herein for any loss, destruction or removal of any such property before sheriff's sale thereof.

9. Print/Type Name and Address of Attorney/Originator

10. Telephone Number

11. Date

12. Signature

SPACE BELOW FOR USE OF SHERIFF ONLY - DO NOT WRITE BELOW THIS LINE

13. I acknowledge receipt of the writ or complaint as indicated above.

SIGNATURE of Authorized CCSD Deputy of Clerk and Title

14. Date Filed

15. Expiration/Hearing Date

TO BE COMPLETED BY SHERIFF

16. Served and made known to _____, on the _____ day of _____, 20____, at _____ o'clock, _____ m., at _____, County of Centre

Commonwealth of Pennsylvania, in the manner described below:

- ☐ Defendant(s) personally served.
- ☐ Adult family member with whom said Defendant(s) resides(s). Relationship is _____
- ☐ Adult in charge of Defendant's residence.
- ☐ Manager/Clerk of place of lodging in which Defendant(s) resides(s).
- ☐ Agent or person in charge of Defendant's office or usual place of business.
- ☐ _____ and officer of said Defendant company.
- ☐ Other _____

On the _____ day of _____, 20____, at _____ o'clock, _____ M.

Defendant not found because:

- ☐ Moved
- ☐ Unknown
- ☐ No Answer
- ☐ Vacant
- ☒ Other As per plaintiffs Attorney

Remarks: they settled the case

Advance Costs	Docket	Service	Sur Charge	Affidavit	Mileage	Postage	Misc.	Total Costs	Costs Due or Refund
75.00	9.00	5.00	10.00	2.50	24.00	1.00	1.00	52.50	22.50

17. AFFIRMED and subscribed to before me this 23

Sa Answer. David L. Watson

20. day of June 2000

18. Signature of Dep. Sheriff

David L. Watson

19. Date

6/22/00

23. _____
Notary Public

My Commission Expires

PROTHONOTARY
MY COMMISSION EXPIRES FIRST MONDAY

SHERIFF OF CENTRE COUNTY

Amount Pd.

Page

24. I ACKNOWLEDGE RECEIPT OF SHERIFF'S RETURN SIGNATURE OF AUTHORIZED AUTHORITY AND TITLE

25. Date Received

BLAKLEY, JONES & MOHNEY

Attorneys and Counselors at Law

90 Beaver Drive, Box 6

DuBois, Pennsylvania 15801

Telephone (814) 371-2730

Fax (814) 375-1082

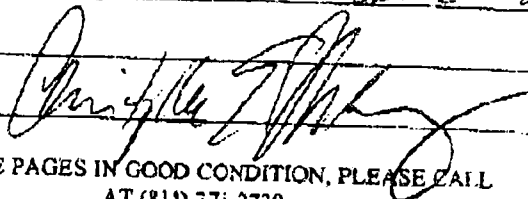
Scott V. Jones

Benjamin S. Blakley, III

Christopher E. Mohney

FAX TRANSMITTAL SHEETDate: 6/22/00Pages Sent: 1
(including this sheet)FAX NUMBER: 355 - 8695TO: Deputy WatsonFROM: Chris MohneyRE: Mayer and Walk Complaints

MESSAGE: Dear Deputy Watson, Per our telephone
call, Mayer settled so we don't need service.
Mr. Walk's complaint has been reinstated
and will be served on him thru his lawyer.
Consequently, please return service on
both. Thank you.

IF YOU DID NOT RECEIVE ALL OF THE PAGES IN GOOD CONDITION, PLEASE CALL
_____, AT (814) 371-2730

THANK YOU!



SHERIFF'S OFFICE WORK SHEET

Deputy assigned - D.W. Date Assigned 5-17-00 Last Day to serve JUNE 5th

DEFENDANT (S) - Kenneth J. Mayes Type Writ - Complaint

Address RR #2, Box 334A Order # - 00-533 CD
Osceola Mills

PLAINTIFF NBOC BANK

Action Taken

date/time/deputy

Left Card address across road from ^{KT 970} 343-A ^{Bir} 6/2/00 11/0 OK

Christian at plaintiff attorney She will call back with the
Det. Work also told her this MAY NEED reinstated } 6-6-00
"40 DW

Miscellaneous information

Date Served - _____ Not Served Date _____ Supervisor/date _____

1253-AM

75.00



Sheriff's Office
Clearfield County

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

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

CHESTER A. HAWKINS
SHERIFF

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

NBOC BANK

NO. 00-533-CD

VS

ACTION: COMPLAINT

KENNETH J. MAYES

SERVE BY: 6/7/00

OR

HEARING DATE:

SERVE: KENNETH J. MAYES

ADDRESS: RR#2 Box 334A, Osceola Mills, Pa.

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 CENTRE County to execute this writ.

This deputation being made at the request and risk of the plaintiff
this 15th day of MAY 2000.

Respectfully,

CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

BLAKLEY, JONES & MOHNEY, Attorneys

5-17
1253-AA
75.00

LAW OFFICES
BLAKLEY, JONES & MOHNEY
90 BEAVER DRIVE - BOX 6
DUBOIS, PA 15801

⁷
CERTIFIED COPY


ATTORNEY FOR

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

NBOC BANK,

Plaintiff

VS.

KENNETH J. MAYES and
LINDA D. MAYES,

Defendants

: NO. 00 - 533 - C.D.

: TYPE OF CASE: CIVIL

: TYPE OF PLEADING: COMPLAINT

: FILED ON BEHALF OF: PLAINTIFF

: COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE

: SUPREME COURT NO.: 63494

: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

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

MAY 08 2000

Attest:


Prothonotary

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

NBOC BANK,	:	NO. 00 -	- C.D.
	:		
Plaintiff	:		
	:		
VS.	:		
	:		
KENNETH J. MAYES and	:		
LINDA D. MAYES,	:		
	:		
Defendants	:		

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED 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.

DAVID MEHOLICK, COURT ADMINISTRATOR
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

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

NBOC BANK,	:	NO. 00 -	- C.D.
	:		
Plaintiff	:		
	:		
VS.	:		
	:		
KENNETH J. MAYES and	:		
LINDA D. MAYES,	:		
	:		
Defendants	:		

COMPLAINT

AND NOW, comes the Plaintiff, **NBOC BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **NBOC BANK** is a Pennsylvania banking corporation, with a branch office place of business at P.O. Box 400, Indiana, Indiana County, Pennsylvania 15701.

2. Defendant **KENNETH J. MAYES** is an adult individual with a last known address at 413 Blanchard Street, Osceola Mills, Clearfield County, Pennsylvania 16666.

3. Defendant **LINDA D. MAYES** is an adult individual with a last known address at R. R. # 1, Box 626C, Osceola Mills, Clearfield County, Pennsylvania 16666.

4. On August 5, 1988, Defendants executed and delivered to Plaintiff a Purchase Money Mortgage and a Promissory Note upon the premises hereinafter described which Purchase Money Mortgage was recorded on August 10, 1988, in Clearfield County Deed and Records Book Volume

1238, page 77. True and correct copies of the Purchase Money Mortgage and Promissory Note are attached hereto as Exhibits "A" and "B", respectively and are incorporated herein by reference.

5. Said Mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on February 2, 2000, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

7. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face-to-face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

8. The premises subject to the Mortgage is the property located at 413 Blanchard Street, Osceola Mills, Clearfield County, Pennsylvania, 16666 and is described on Exhibit "E" attached hereto and made a part hereof.

9. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Purchase Money Mortgage and Promissory Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Purchase

Money Mortgage and Promissory Note secured thereby is:

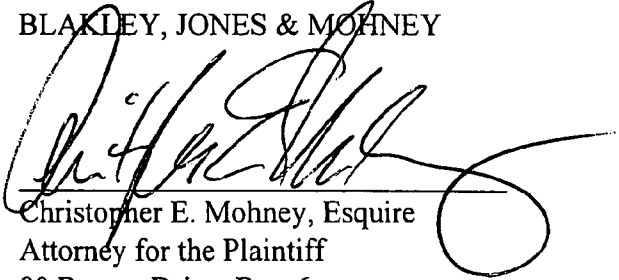
Current Balance -	\$25,428.18
Interest payoff (as of _____) -	\$
Late Fees -	\$
Attorney's fee -	<u>\$ 500.00</u>
TOTAL:	\$

WHEREFORE, Plaintiff demands judgment in the amount of \$ _____, plus interest thereon at a per diem rate of _____ on unpaid principal balance from April 14, 2000, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **KENNETH J. MAYES and LINDA D. MAYES.**

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

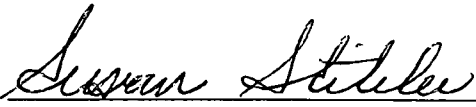
BY:


Christopher E. Mohny, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730

VERIFICATION

I, SUSAN STITELER, Assistant Vice President of NBOC BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.


Susan Stiteler

IN THIS MORTGAGE, dated August 5th, 1988, you are Kenneth J. Mayes and Linda D. Mayes

You reside at 413 Blanchard St. Osceola Mills, Pa. 16666, the person(s) signing as "Owner" below.

We are NATIONAL BANK OF THE COMMONWEALTH

with an office located at P. O. Box 400, Indiana, Pennsylvania 15701

You are giving us this Mortgage in consideration of the Home Equity Line Account (called the "Account") which we are making, or have made, available to Kenneth J. Mayes and Linda D. Mayes

(whether one or more than one, called the "Borrower") and to induce us to open the Account or maintain the Account in effect. Intending to be legally bound by this Mortgage, you are mortgaging and granting us a lien and security interest in the real property located in Osceola Borough (township/borough/city), Clearfield (county), Commonwealth of Pennsylvania, which is designated as Block 413 Blanchard St. Osceola Mills, Pa. 16666, Lot , and with an address of 413 Blanchard St. Osceola Mills, Pa. 16666 (street address) (called the "Property"),

together with all present and future improvements, easements, rights, interests and other property that are or become part of the Property. The Property is more fully described in the Deed by which you acquired the Property, which is recorded with the Recorder of Deeds of Clearfield County, in Deed Book 876 (book no.), beginning on Page 385 (page no.).

AMOUNTS SECURED BY MORTGAGE. Under the terms of the Account agreement (called the "Agreement") with us, dated August 5th, 1988, we are absolutely obligated to make all loans properly requested from time to time by the Borrower up to the Borrower's credit limit of \$ 28,000.00. This Mortgage secures all advances made to the Borrower on the Account, including all loans and advances that we have already made or are later required to make to the Borrower under the Agreement. This Mortgage also secures (i) any amounts that we may advance to pay for insurance, taxes, repairs, or claims on the Property for which you or the Borrower fail or refuse to pay, (ii) our collection costs, including all court costs, expenses, and legal fees, if you or the Borrower default on the Agreement or this Mortgage, (iii) all charges that we impose on the Borrower in connection with the Account, including interest and other charges for loans and advances on the Account, (iv) the full performance of your promises in this Mortgage and the Borrower's promises in the Agreement, and (v) all extensions, renewals, modifications, or amendments of the Agreement, regardless of whether you are notified of any such changes. If you fail to perform any obligation under this Mortgage, we may perform it for you if we choose. Any resulting costs and expenses that we incur may be added to the Account balance, and will accrue interest until fully repaid.

OWNERSHIP. You represent that you are the only owner(s) of the Property, and you have the right to mortgage it to us. There are no mortgages, liens or other claims against the Property, except those that are indicated in the County records and those that you have told us about. You will not permit any illegal use of the Property.

PROMISES OF OWNER(S). You agree as follows:

A. Taxes. You will pay all taxes, assessments, water and sewer rents, and any other charges on the Property when they are due. These include escrow payments made to the holder of any other mortgage on the Property for such charges. If we request it, you will furnish us with proof that these charges have been paid.

B. Maintenance. You will keep the Property in good condition and repair. You will not make major changes to the structures or any other aspect of the Property without our prior approval, including major repairs.

C. Insurance. You will keep all buildings and improvements on the Property insured at all times against losses caused by fire, flooding, and any other common "extended coverage" hazards, including any which we may require. Whatever insurance company you choose must be acceptable to us, although our approval will not be unreasonably withheld. All such insurance policies and renewals must be in a form and amount reasonably acceptable to us. The policies must name us as loss-payee or second loss-payee, which means that it is our right to receive payment on all insurance claims. All insurance policies must also provide for not less than ten days' written notice of cancellation or reduction in coverage. You will deliver all policies or other proof of insurance to us if we request it. In the event of any loss or damage to the Property, you will promptly notify both us and the insurance company. We may file a proof of claim on your behalf if you fail to do so. You authorize us to sign your name to any check, draft or other order for the payment of insurance proceeds. If we reasonably believe that any insurance proceeds which we receive are adequate to repair the related loss or damage to the Property, we may permit you to use the proceeds for this purpose. Otherwise, we will apply the proceeds to reduce the amounts owed under the Agreement and this Mortgage.

D. Permission Required for Transfer of Property. You will not sell, mortgage, or transfer ownership in the Property or any part of the Property to any other person without our prior written consent.

E. Other Mortgages. You will perform all of your obligations under any other mortgage on the Property, including making all payments when due.

F. Condominium. If the Property is a unit in a condominium or a planned unit development, you will pay all condominium fees, charges and assessments. You will perform all of your obligations under the declaration and/or other document(s) governing the condominium or development, including all applicable by-laws and regulations.

DEFAULT. The Agreement states when and how we may declare a default. If we declare a default under the Agreement, this Mortgage will also be in default. If we send you and the Borrower a notice of the default and the right to cure the default as provided by law, we can require the Borrower to immediately pay us the entire balance owing under the Agreement unless you or the Borrower cure the default within the time period stated in the notice. If neither you nor the Borrower pays us that amount within that time, we may foreclose on this Mortgage. This means that we can have the Property sold, as provided by law, and use the proceeds to pay the entire amount owed by the Borrower under the Agreement and owed under this Mortgage. If we receive more money from the sale than is owed, we will pay the surplus to you or the Borrower, in our discretion. If the Borrower owes more than we receive from the sale, the Borrower must pay us the difference, not you.

BINDING EFFECT. This Mortgage remains effective against you and all future owners and tenants of the Property until the Borrower has paid all amounts owing under the Agreement, the Agreement is terminated, and this Mortgage is cancelled by us. This Mortgage remains in effect so long as the Agreement remains in effect, even if the Account and all other amounts or charges owed us under the Agreement are repaid. You may notify us in writing that you do not want this Mortgage to secure additional loans to the Borrower, but this notice will not be effective until the fifth business day after we receive it at our address indicated above. If you do this, we will cancel this Mortgage only after all amounts owed us under the Agreement as of the effective date of your notice (and any amounts owed us under this Mortgage) are paid in full.

GENERAL PROVISIONS. We can take action under the Agreement or this Mortgage without losing our right to take other courses of action under the Agreement or this Mortgage, and can delay enforcing any of our rights under the Agreement or this Mortgage without losing those rights or any other rights. If we choose not to enforce any provision of the Agreement or this Mortgage, we can still enforce that provision or any other provision on any other occasion. We can extend the time for payment of amounts owed under the Agreement, modify and amend the terms of the Agreement, and add or release any persons obligated to us on the Agreement at any time without notice to you and without affecting our rights and your obligations under this Mortgage. We can inspect the Property at a reasonable time by giving you prior notice of the inspection and telling you our reasonable purpose for the inspection. If the Property, in whole or in part, is

condemned or taken by any governmental authority or agency, any award or damages for the condemnation or taking will be paid to us and may be used by us to pay any amount owed under the Agreement or Mortgage. You assign us any rents which may be paid by tenants of the Property, and if we declare a default we can notify the tenants of the assignment and collect and apply these rents to amounts owed under the Agreement and the Mortgage. You waive your rights under any laws governing appraisal of the Property, stay of execution, or exemption from execution. We can assign the Agreement, the Account, and this Mortgage at any time without notice to you, and this Mortgage will be for the benefit of anyone to whom we may transfer or assign it. This Mortgage is subject to the laws of the State in which the Property is located. If any provision of this Mortgage conflicts with applicable law, the remainder of the Mortgage will remain effective and binding. Except as otherwise required by law, all written notices under this Mortgage may be delivered personally or by regular or certified mail at the appropriate address above. Notices to you shall be effective when sent. Notices to us shall be effective when actually received by us at the above address.

J. Diane Kaspick
(Witness)
J. Diane Kaspick
(Witness)

Kenneth J. Mayes (SEAL)
(Owner)
Linda D. Mayes (SEAL)
(Owner)

ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA

SS.

COUNTY OF Clearfield

BE IT REMEMBERED, that on this 5th day of August, 19 88, before me, a Notary Public of the Commonwealth of Pennsylvania, personally appeared Kenneth J. Mayes and Linda D. Mayes who is/are known (or were proven) to me to be the person(s) named in and who executed the above Mortgage, and thereupon he/she/they acknowledged that he/she/they signed, sealed and delivered the same as a voluntary act and deed, for the uses and purposes expressed in the Mortgage, and desired that it be recorded as such.

J. Diane Kaspick
(Notary Public of Pennsylvania)

My Commission Expires:

F. DIANE KASPICK, Notary Public
Houtzdale, Clearfield Co., Pa.
My Commission Expires Sept. 15, 1990

I certify that the precise address of the within named Mortgagee, _____
(name of Lender)
is _____
(address of Lender)

Signature _____ Title _____

(Complete the Following When the Mortgage is Fully Paid:)

To the Recording Officer of _____ County:

This Mortgage is fully paid. I authorize you to cancel it of record.

Dated _____, 19 _____

Attest:

Lender: _____

By: _____

COMMONWEALTH
OF
PENNSYLVANIA
TO
Mortgage
County of _____
Commonwealth of Pennsylvania
Recorded on this _____ day
of _____, 19 _____, in
the Recorder's Office of Said County, in Mortgage
Book Vol. _____ Page _____
Given under my hand and seal of the said
office, the day and year aforesaid.
Recorder

Name **Kenneth J. Mayes**Date **August 5, 1988**Name **Linda D. Mayes**Credit Line \$ **28,000.00**Property Secured by Mortgage **dated August 5, 1988**Payment Due Date **the 20th day of each month****413 Blanchard St. Osceola Mills, Pa. 16666**Account No. **11-9999 126**

We, the National Bank of the Commonwealth, have approved your application for a Home Equity Line of Credit Account with us. If you, or any of you do not rescind this Agreement within three (3) business days following the date of this Agreement you may obtain loans under this Account at any time up to your credit limit shown above. You may obtain loans by drawing special checks against this Home Equity Line of Credit. We are under no obligation to pay on the special checks which will increase the balance of your Home Equity Line of Credit Account above the established credit line. You agree not to write any checks in an amount less than \$100.00. Every advance from this Account will be a new loan to you.

Definitions as used in this Agreement—

"Account" means your Home Equity Line of Credit Account. "Annual Percentage Rate" means the cost of your loans as a yearly rate. "Billing Statement" means your statement of our charges for your use of the Account. "Finance Charge" means the dollar amount your loan will cost. "Periodic Rate" means the cost of your loans as a daily rate.

Our Charges for Your Loans—

	Closing Costs	Paid in Cash	To Be Financed
a. Credit Report	\$		
b. Title Examination	\$		26.50
c. Appraisal	\$		75.00
d. Title Insurance	\$		
e. Survey	\$		
f. Recording Fee	\$		18.50
g. Notary Fee	\$		
h. Attorney's Fee	\$		
Total	\$		120.00

We will charge you for the costs and fees we incur which are related to our making the Home Equity Line of Credit Account available to you. The "Total Closing Costs" disclosed above may be paid by you in cash on the date you sign this Agreement or, if you have chosen to finance some or all of these amounts, such amounts will be advanced by us as a loan to you on the fourth business day following the date of this Agreement.

The Finance Charge begins on the date each loan advance is posted to your Account. We will figure the Finance Charge on your Account by applying the Periodic Rate to the "average daily balance" of your Account (including current transactions). To get the "average daily balance," we will take the beginning balance of your Account each day, add any new advances (loans) and subtract any payments or credits and unpaid Finance Charges. This gives us the daily balance. Then we add up all your daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance." That average daily balance will be multiplied by the Periodic Rate and by the number of days in the billing cycle to determine the Finance Charge for the billing cycle. The interest rate is subject to change as described below.

Fixed Interest Rate: For **17** monthly billing periods from the date of this Agreement the **ANNUAL PERCENTAGE RATE** will be **10.90** % which corresponds to a Periodic Rate of **.0239** %. At the end of this fixed interest rate period the interest rate charge under this Agreement will vary as defined below and will be **4.25** % above the Index which currently is equal to an **ANNUAL PERCENTAGE RATE** of **11.25** % which corresponds to a Periodic Rate of **.0308** %.

Variable Rate: The interest rate may vary for any quarter beginning on the first billing cycle day of January, April, July and October and will be equal to **4.25** % above the average of the reported auction rates of 3 month Treasury Bills ("Index") for the last auction average rate reported for the week immediately preceding that quarter. The interest rate will be rounded up to the next half of one percent. In the event that auction rates for Treasury Bills of such maturity are no longer reported, we reserve the right to substitute an index at our sole discretion, in order to set similar quarterly market rates under this Agreement. Any change in the interest rate will correspondingly change your minimum monthly payment. In no event will the interest rate charged under this Agreement be more than **17.99** % or less than **NA** %.

Minimum Monthly Payment: You agree to pay us on each payment due date monthly installments of **1/65th** of the loan balance on the date on which the last loan occurred. You agree that there is a minimum payment of the lesser of \$100.00 or the unpaid balance.

Late Charge: If any payment is more than 15 days late you will be charged and you agree to pay a late charge of 5% of the payment amount or \$2.50, whichever is less.

Our Security Interest—

We have a security interest in all sums due on your Account, including future advances, all of the owners of the Premises identified above (called the "Owners" in this Agreement) have executed a deed in our favor dated the same date as this Agreement. Our rights in the Premises and the Owners' obligations are more fully described in the Mortgage. You also grant us a security interest in any deposit accounts you have with us and in any other of your property which is in our possession at any time. You agree that we also have the right of set-off in those deposit accounts and the other property. This means if we declare an event of default and give you proper and timely notice, we can set-off against amounts you owe us on this Account all sums we owe on your deposit accounts and the value of your property we are then holding. If any of you elect to obtain credit life insurance, you grant us a security interest in all credit insurance proceeds and return insurance premiums. The Mortgage requires that you and the Owners obtain and maintain adequate insurance against fire, flood and such other reasonable risks to the Premises as we require. This insurance protects our interests in the Premises when this Agreement is in effect. YOU AND THE OWNERS MAY OBTAIN ANY INSURANCE WE REQUIRE FROM ANY AGENT, BROKER OR INSURANCE COMPANY OF YOUR CHOICE which is licensed to do business in the state where the Premises is located, but we reserve the right to refuse to accept any insurance company or policy for any reasonable cause. Any proceeds of insurance which we require you to obtain will also be security for all sums due on your Account.

INSURANCE: You understand that you do not have to take out credit life insurance in order to obtain loan advances. If you qualify for it and you do take it out, you will be required to pay the cost of it. The insurance will cover only the person(s) who signs below in this "Insurance" section.

SECURITY OF AMERICA LIFE INSURANCE COMPANY, Reading, Pa.

By signing, you both want Joint Credit Life Insurance, which costs \$ **1.57** per \$1,000.00 of coverage.

What are your ages?

Signature of Borrower to be insured for Single Credit Life Insurance: **Kenneth J. Mayes** **41** Years.

Signature of Borrower to be insured for Single Credit Life Insurance: **Linda D. Mayes** **37** Years.

Signatures of both Borrowers to be insured for Joint Credit Life Insurance

YOU ACKNOWLEDGE RECEIVING A COPY OF THIS AGREEMENT AND YOU INTEND TO BE LEGALLY BOUND TO ITS TERMS.

Kenneth J. Mayes (SEAL)

Linda D. Mayes (SEAL)

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND YOUR RIGHTS TO DISPUTE BILLING ERRORS.

BANCONSUMER FORM PAS70-183 (1/87)

0300 1050

©1987 BANCONSUMER SERVICE, INC.

FILE COPY

Our Binding Obligation to Make Loans —

Except as provided below, our agreement to make loans to you is an absolute obligation on our part. This means we must make each and every loan you request, up to your Credit Limit, under this Agreement. However, our absolute obligation to make loans to you ends when any of the following happens:

1. The occurrence of an Event of Default under the Account. These Events of Default consist of: your failure to pay any sum you owe us on the Account, or on any other agreement or note which is payable to us, on the day that sum becomes due; you exceed the Credit Limit; you sell or transfer, without our prior written consent, all or any part of the Premises; you die, are incarcerated, or are declared legally incompetent; a petition in bankruptcy or some other similar proceeding is filed by or against you or an Owner which states that you or any Owner cannot pay debts as they come due; you or any Owner provides us with false information or signatures at any time; you or any Owner fails or refuses to obtain and maintain required insurance on the Premises, with an insurer and with a loss-payable clause satisfactory to us; an event occurs which is an Event of Default as defined and specified in the mortgage; any lien or security interest is permitted to be placed on the Premises, whether for taxes which have not been paid or are not being contested by you or the Owners in good faith, or otherwise; or the Premises are condemned, in whole or in part, or are subject to an eminent domain proceeding. If an Event of Default occurs, we may elect to waive our right to terminate our absolute obligation to make loans to you. If we waive that right, we will remain absolutely obligated to make loans to you under the Account. However, that waiver does not bind us if a similar or different event occurs later. At that time, we have the right to decide whether to declare that event to be an Event of Default. Our obligation to make loans will stop at the time we declare an Event of Default, even if we have not notified you of our declaration of default.

2. You, or any of you, or any co-signer, notifies us, in person, by phone or in writing, of any intention to terminate the Account, or that you do not want to be obligated for any loans obtained or to be obtained by any others on the Account (except in connection with a good faith billing dispute); or any Owner advises us of an intention not to obligate the Premises for existing loans or future advances. Such termination will become effective as soon as we can reasonably act to stop new loans from being made on your Account. However, we have the right (but are not required) to honor all requests for advances which were made or are dated prior to termination.

3. We choose to terminate your Account at or about the same time we choose to terminate all of our Home Equity Line of Credit Agreements. If we choose to terminate all these Agreements, we will notify you by mailing to you a Notice of Termination at least 15 days before the date of termination. You may continue to obtain loans up to your Maximum Credit Line until the termination date stated in the Notice of Termination. We will be bound by this termination date even though we may not actually receive this Notice. After the termination date, you shall be obligated for all amounts due us as provided in this Agreement, including our Finance Charge and other charges. But you may continue to pay what you owe each month under the terms of this Agreement, until all amounts due us are paid in full.

Our Rights When We Declare an Event of Default —

If an Event of Default occurs, then, unless it is waived, you will not be permitted to obtain new loans, even if we do not give you an immediate notice of that Event of Default. We will send you a Notice of Default, advising you of our intention, not sooner than 30 days from that Notice, (i) to declare all sums you owe us to be immediately due and payable, (ii) to foreclose upon the Premises, and (iii) to take any other collection action allowed to us by law. You agree to pay our court costs and fees we incur in the collection of your Account, as well as our reasonable attorney's fees if we refer your Account to an attorney for collection. You or the Owners may cure the Event of Default at any time up to one hour before the sheriff's sale of the Premises begins. If cure is properly effected, you will be restored to the same position you were in prior to the default, except that we will no longer be obligated to make new loans to you.

You Also Agree —

1. If there is more than one of you, each of you will be liable, separately and together, for all loans obtained on the Account. All of you agree that any one or more of you may obtain loans on the Account.

2. You may not assign your rights or obligations under this Agreement to any other person.

3. If we make a loan which is posted to your account after your death or legal incapacity, but before we receive written notice of that fact, it shall be a valid and binding obligation which we may enforce against you, your heirs, your estate and your personal representatives, and against the Premises and other property securing the Account.

4. We are not responsible if any person fails or refuses to honor your Cash Advance Orders.

5. You direct all insurers to make payments directly to us. We may apply such money to any amount you owe us under this Agreement in any order that we deem appropriate. You appoint our attorney-in-fact to endorse your name to any proof of loss or to any draft which may be payable to you in order to collect such moneys.

6. Except for the Notice of Default we must provide to you if we declare an Event of Default, you waive all other notices and demands to which you may be entitled.

7. We may obtain additional credit reports on you from time to time and inspect the Premises at any reasonable time or times.

8. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania, unless federal law otherwise applies.

9. We may at any time provide you with a Personal Identification Number ("PIN") to be used in order to make Account transactions and checking account payments and transfers, by telephone, at automatic teller machines and at other devices we may make available at any time. The PIN also gives you the ability to make loans under this Agreement. You agree not to write the PIN Number on or near your checks, nor provide the PIN to anyone else. If you do not keep your PIN secret, we may terminate your checking account and this Account.

YOUR BILLING RIGHTS

KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act. Notify Us In Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment your letter must reach us three business days before the automatic payment is scheduled to occur.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

NOTICE: SEE OTHER SIDE FOR IMPORTANT INFORMATION.

Date: February 2, 2000

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.

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Kenneth J. Mayes

PROPERTY ADDRESS: 413 Blanchard St, Osceola Mills PA 16666

LOAN ACCT. NO.: 011-9999-9126

ORIGINAL LENDER: NBOC Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 413 Blanchard St, Osceola Mills PA 16666

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: October, November, December and January totaling \$1,578.42

Other charges (explain/itemize): Late fees of \$0.00

TOTAL AMOUNT PAST DUE: \$1,578.42

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

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 \$1,578.42, 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:

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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)

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 one (1) month 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: **NBOC Bank**

Address: **PO Box 400, Indiana PA 15701**

Phone Number: **1-800-221-8605**

Fax Number: **(724) 463-5665**

Contact Person: **Dean Hudac**

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 X may or 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.

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

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688

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

Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546

Date: February 2, 2000

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.

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Linda D. Mayes

PROPERTY ADDRESS: 413 Blanchard St., Osceola Mills PA 16666

LOAN ACCT. NO.: 011-9999-9126

ORIGINAL LENDER: NBOC Bank

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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- 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.

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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.

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(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: 413 Blanchard St, Osceola Mills PA 16666

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 one (1) month 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.

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Contact Person: **Dean Hudac**

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Corporation
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Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688

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

Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b.
- ☐ Print your name and address on the reverse of this form so that we can return this card to you.
- ☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
- ☐ Write "Return Receipt Requested" on the mailpiece below the article number.
- ☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

1. ☐ Addressee's Address
2. ☐ Restricted Delivery

3. Article Addressed to:

Kenneth J. Mayes
413 Blanchard St.
Osceola Mills, PA 16666

4a. Article Number

Z 314 429 985

4b. Service Type

- ☐ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

2-4-08

5. Received By: (Print Name)

6. Signature (Addressee or Agent)

Kenneth J. Mayes

8. Addressee's Address (Only if requested and fee is paid)

R1 Bx 343A

PS Form 3841, December 1994

102595-99-8-0223

Domestic Return Receipt

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

SENDER:

- ☐ Complete items 1 and/or 2 for additional services. Complete items 3, 4a, and 4b.
- ☐ Print your name and address on the reverse of this form so that we can return this card to you.
- ☐ Attach this form to the front of the mailpiece, or on the back if space does not permit.
- ☐ Write "Return Receipt Requested" on the mailpiece below the article number.
- ☐ The Return Receipt will show to whom the article was delivered and the date delivered.

I also wish to receive the following services (for an extra fee):

- 1. ☐ Addressee's Address
- 2. ☐ Restricted Delivery

3. Article Addressed to:

Linda D. Mayes
413 Blanchard St.
Osceola Mills, PA 16666

4a. Article Number

Z 314 429 986

4b. Service Type

- ☐ Registered ☒ Certified
- ☐ Express Mail ☐ Insured
- ☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

2-4-00

5. Received By: (Print Name)

Linda Mayes

6. Signature (Addressee or Agent)

Linda Mayes

8. Addressee's Address (Only if requested and fee is paid)

R1 Bx 626 C

PS Form 3811, December 1994

102595-99-B-0223

Domestic Return Receipt

Thank you for using Return Receipt Service.

ALL that certain messuage, tenement and tract of land situate in the Borough of Osceola, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

On the North by Lot No. 185; on the east by Decatur Alley; on the South by Hale Street; and on the West by Blanchard Street. Being a lot 50 by 150 and known as Lot 188 in the general plan of said borough.

Being the same premises which became vested in the grantors herein by deed from Mid State Bank and Trust Company, Executor of the Estate of Elsie W. Stevens, dated June 18, 1982, and recorded in Clearfield County Deed Book 840 page 210.

EXHIBIT "E"



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

 COPY

Notice of Proposed Termination of Court Case

November 10, 2005

FILED

NOV 10 2005

William A. Shaw
Prothonotary/Clerk of Courts

RE: 00-533-CD
NBOC Bank

Vs.

Kenneth J. Mays and Linda D. Mays

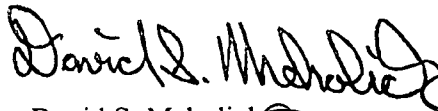
Dear Plaintiff/Defendant:

Please be advised that the Court intends to terminate the above captioned case without notice, because the Court records show no activity in the case for a period of at least two years.

You may stop the Court terminating the case by filing a Statement of Intention to Proceed. The Statement of Intention to Proceed must be filed with the **Prothonotary** of Clearfield County, 230 East Market Street, Clearfield, Pennsylvania 16830. The Statement of Intention to Proceed must be filed on or before January 17, 2005.

If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,



David S. Meholic
Court Administrator



OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

DAVID S. MEHOLICK
COURT ADMINISTRATOR

PHONE: (814) 765-2641
FAX: 1-814-765-7649

MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-533-CD

NBOC Bank

Vs.

Kenneth J. Mays and Linda D. Mays

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If you fail to file the required statement of intention to proceed within the required time period, the case will be terminated.

By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic
Court Administrator

00-533-CD

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

FILED

NOV 16 2005

William A. Shaw
Prothonotary/Clerk of Courts

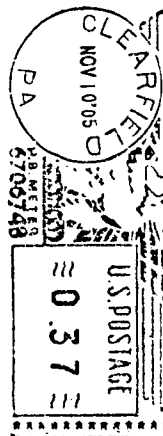
WAS

Kenneth I. Mays
Linda D.
RR 1, E
Osceola

☐ A ☐ INSUFFICIENT ADDRESS
☐ C ☐ ATTEMPTED NOT KNOWN
☒ S ☐ NO SUCH NUMBER/STREET
☐ NOT DELIVERABLE AS ADDRESSED
☐ UNABLE TO FORWARD

☐ OTHER

RTS
RETURN TO SENDER





OFFICE OF COURT ADMINISTRATOR
FORTY-SIXTH JUDICIAL DISTRICT OF PENNSYLVANIA

CLEARFIELD COUNTY COURTHOUSE
SUITE 228, 230 EAST MARKET STREET
CLEARFIELD, PENNSYLVANIA 16830

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MARCY KELLEY
DEPUTY COURT ADMINISTRATOR

Notice of Proposed Termination of Court Case

November 10, 2005

RE: 00-533-CD

NBOC Bank

Vs.

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By the Court,

A handwritten signature in black ink, appearing to read "David S. Meholic".

David S. Meholic
Court Administrator


In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

In Re: Inactive Case Dismissal

06-01-MD

I, William A. Shaw, hereby certify that notice of termination for the following inactive cases was published in the Clearfield County Legal Journal January 27, 2006, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	


William A. Shaw, Prothonotary

FILED

MAY 04 2006

William A. Shaw
Prothonotary/Clerk of Courts

CA

In the Court of Common Pleas of Clearfield County, Pennsylvania
Civil Division

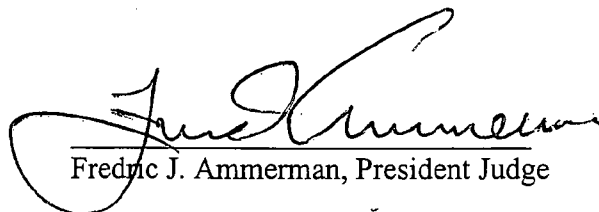
In Re: Inactive Case Dismissal

06-01-MD

NOW, this 3RD day of May, 2006, the Court hereby directs the
Prothonotary to terminate the following cases for inactivity, per Rule 230.2:

96-0188-CD	00-0793-CD	00-1532-CD
96-1586-CD	00-0799-CD	01-0146-CD
98-1317-CD	00-0822-CD	01-0237-CD
00-0046-CD	00-0823-CD	01-1030-CD
00-0143-CD	00-0992-CD	01-1869-CD
00-0203-CD	00-1019-CD	02-0373-CD
00-0533-CD	00-1061-CD	02-0374-CD
00-0543-CD	00-1062-CD	02-1300-CD
00-0567-CD	00-1078-CD	02-1308-CD
00-0629-CD	00-1085-CD	02-1610-CD
00-0732-CD	00-1220-CD	03-0091-CD
00-0756-CD	00-1264-CD	03-0138-CD
00-0760-CD	00-1321-CD	03-0172-CD
00-0768-CD	00-1372-CD	03-1148-CD
00-0782-CD	00-1386-CD	03-1176-CD
00-0791-CD	00-1492-CD	

BY THE COURT:


Fredric J. Ammerman, President Judge

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Ford, Ireland, Rudella
William A. Shaw
Prothonotary/Clerk of Courts