

00-590-CD
NATIONAL CITY BANK OF PENNSYLVANIA s/i/i/t -vs- DONALD C. SALADA
etal

NATIONAL CITY BANK OF
PENNSYLVANIA, s/i/i/t ¹³Integra Bank/
Pittsburgh,

Plaintiff,
vs.

DONALD C. SALADA ⁽²¹⁾ and
LISA R. SALADA, ⁽²⁰⁾

Defendants.

* IN THE COURT OF COMMON PLEAS
* OF
* CLEARFIELD COUNTY, PENNSYLVANIA

* CIVIL ACTION - LAW

00-590-CO

* COMPLAINT OF NATIONAL CITY
* BANK OF PENNSYLVANIA
* FOR CONFESSION OF JUDGMENT
* OF MONEY

* COUNSEL OF RECORD FOR
* PLAINTIFF:

* Jon A. McKechnie, Esq.
* WELTMAN, WEINBERG & REIS, Co.,
* L.P.A.
* 2718 Koppers Building
* 436 Seventh Avenue
* Pittsburgh, PA 15219
* (412) 434-7955

* Supreme Court I.D.#36268

* WWR #01915413

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF *
PENNSYLVANIA, s/i/i/t Integra Bank/ *
Pittsburgh, *

Plaintiff, *
* vs. *

DONALD C. SALADA and *
LISA R. SALADA, *

Defendants. *

No.

CIVIL ACTION - LAW

COMPLAINT OF NATIONAL CITY BANK OF PENNSYLVANIA
FOR CONFESSION OF JUDGMENT OF MONEY

Plaintiff, National City Bank of Pennsylvania, files this Complaint for Confession of Judgment for Money in reliance upon Rules 2950 through 2966 of the Pennsylvania Rules of Civil Procedure and avers as follows:

1. Plaintiff, National City Bank of Pennsylvania ("Plaintiff"), successor in interest to Integra Bank/Pittsburgh, has a place of business at National City Center, 20 Stanwix Street, Pittsburgh, PA 15222.
2. Defendants are Donald C. Salada and Lisa R. Salada, adult individuals, with an address of 654 Treasure Lake, DuBois, PA 15801.
3. On December 31, 1992, the Defendants executed a Term Note with power to confess judgment ("the Note"), to Integra Bank/Pittsburgh in the principal amount of \$111,353.00, a copy of which is attached hereto as Exhibit "A", in favor of Integra Bank/Pittsburgh guaranteeing prompt and punctual payment of all indebtedness.
4. The Note contains a warrant of attorney authorizing judgment by confession after default.

5. A photostatic copy of the Note authorizing judgment by confession and showing the signature of Defendants who signed the Instrument which is attached as Exhibit "A" and is a true and correct reproduction of the original.
6. The Note has not been assigned.
7. Judgment has not been entered in any jurisdiction.
8. The warrant of attorney appearing in the Note is less than ten years old.
9. The Note was executed in connection with a commercial transaction, not a consumer transaction.
10. Judgment is not being entered by confession against a natural person in connection with a consumer credit transaction.
11. The Note provides that upon default, all of the Defendants' obligations under the Note shall immediately become due and payable.
12. The Defendants have defaulted on their obligations under the Note described in the Default paragraph by failing to make payments of principal and interest which were due and payable on demand.
13. Pursuant to the terms of the Note, Defendants are legally obligated to the Plaintiff for any amounts not paid in accordance with the terms of the Note whether or not the Plaintiff has pursued its rights against the borrowers under said Note.
14. As a result of the Defendants' default under the Note, the entire unpaid balance of principal indebtedness, together with all interest accrued but unpaid and ten (10%) added for reasonable collection fees as authorized in the Note, is immediately due and payable.
15. The sum now due and payable under the Note is computed as follows:

Unpaid Principal Balance:	\$54,067.41
Interest as of May 1, 2000: (interest accruing thereafter at a rate of \$14.26 per diem)	4,877.83
Costs (to be added later)	
Reasonable Collection Fees:	800.00
TOTAL DUE:	\$59,745.24

16. The Defendants are obligated to pay to Plaintiff the sum of \$59,745.24 plus interest from May 1, 2000 and costs.

WHEREFORE, Plaintiff hereby demands that judgment by confession be entered in its favor and against Defendants, Donald C. Salada and Lisa R. Salada, in the amount of \$59,745.24 plus costs and interest as authorized by the warrant of attorney contained in the Note which is attached as Exhibit "A", together with interest from the date of judgment and costs.

Respectfully Submitted,



Jon A. McKechnie, Esq.
Attorney for Plaintiff

Dated: May 4, 2000



Term Note

TERM NOTE

\$ 111,353.00

DuBois, Pennsylvania
December 31, 1992

FOR VALUE RECEIVED and intending to be legally bound hereby, undersigned, Donald C. Salada and Lisa R. Salada ("Maker"),
 a PA Individuals [Name of Maker], having a principal office
 at 654 Treasure Lake, DuBois, PA 15801 [State] [Insert word "corporation," "partnership," or "resident" if individual]
 promises to pay to the order of INTEGRA NATIONAL BANK/ NORTH ("Bank") in Immediately
 available funds at the DuBois [Address of Maker] office of Bank at 200 North Brady
Street, DuBois, Pa 15801 [Designation of Office] [Address of Bank], or at such other location as the holder hereof may from
 time to time designate, the principal sum of One hundred eleven thousand
three hundred fifty three &00/100 dollars (\$ 111,353.00),
 payable as follows:

Interest shall be calculated at the rate of nine and one half percent (9.5%) per annum (computed on the basis of a year of 360 days and actual days elapsed). Principal and interest shall be paid in 120 monthly installments of \$1,448.93 each, commencing on February 5, 1993, with the balance of the indebtedness, if not sooner paid, due and payable on January 5, 2003. ("Maturity Date")

The aforesaid interest rates shall continue to apply whether or not judgment shall have been entered on this Note.

If any payment of the principal of or interest on this Note shall become due and payable on a Saturday, a Sunday, or any other day on which Bank is not open for business, such payment shall be made on the next succeeding business day, and such extension of time shall in such case be included in computing interest in connection with such payment.

Notwithstanding any provision of this Note to the contrary, it is the intent of Maker and Bank that Bank shall not at any time be entitled to receive, collect or apply, and Maker and Bank shall not be deemed to have contracted for, as interest on the principal indebtedness evidenced hereby, any amount in excess of the maximum rate of interest permitted to be charged by applicable law, and in the event Bank ever receives, collects or applies as interest any such excess, such excess shall be deemed partial payment of the principal indebtedness evidenced hereby, and if such principal shall be paid in full, any such excess shall forthwith be paid to Maker. In the event that, but for this paragraph, the rate of interest applicable to this Note would at any time exceed the maximum lawful rate, then this Note and all interest hereon shall thereupon be immediately due and payable.

Maker shall be in default under this Note upon the happening of any of the following events of default:

- (a) a default in the payment when due of any installment of the principal of or interest on this Note or performance of any obligation, covenant or liability contained or referred to herein or in any other document executed in connection herewith;
- (b) any warranty, representation or statement made or furnished to Bank by or on behalf of Maker proves to have been false or misleading in any material respect when made or furnished;
- (c) any letter of credit pledged as collateral for the obligations evidenced by this Note is not renewed or extended thirty (30) days prior to expiration or termination thereof;
- (d) the occurrence of any event which constitutes a default under or results in the acceleration of indebtedness of Maker to any person (including Bank) under any note, indenture, agreement or undertaking;
- (e) if Maker is a corporation or partnership, any material change in the ownership of the outstanding capital stock or partnership interests of Maker, as the case may be, as the same existed on the date hereof;

(f) any change in the condition, financial or otherwise, of Maker which, in the reasonable opinion of this Note or any other document executed in connection herewith or given in support hereof;

(g) the death, incarceration or adjudication of legal incompetence of any person who is a Maker or any person liable to Bank for any of the obligations of Maker;

(h) a judgment is entered against Maker or any person liable to Bank for any of the obligations of Maker, or any of Maker's assets are attached in a legal proceeding; or

(i) the dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any bankruptcy or insolvency laws by or against, Maker or any person liable to Bank for any of the obligations of Maker.

Upon the occurrence of any of the events of default mentioned in clauses (a) through (g) hereof and at any time thereafter, Bank may declare all liabilities and obligations of Maker to Bank, including those evidenced by this Note, immediately due and payable, and the same shall thereupon become immediately due and payable without any further action on part of Bank, and upon the occurrence of any event of default mentioned in clauses (h) or (i) hereof, all liabilities and obligations of Maker to Bank, including those evidenced by this Note, shall immediately become due and payable without any action upon the part of Bank.

This Note is secured as follows: "This note is secured by real property as identified in the Open-End Mortgage and Security Agreement executed by Donald C. Salada and Lisa R. Salada in favor of bank dated December 31, 1992.

Maker hereby waives presentment, demand, protest or notice of any kind in connection with this Note.

Maker shall pay Bank on demand any reasonable out-of-pocket expenses, including reasonable legal fees, arising out of or in connection with any action or proceeding, including any action or proceeding arising in or related to any insolvency, bankruptcy or reorganization involving or affecting Maker, taken to protect, enforce, determine, or assert any right or remedy under this Note and any mortgage or security agreement, including the collateral covered thereby, securing the same.

This Note shall bind Maker and the heirs, personal representatives, successors and assigns of Maker, and the benefits hereof shall inure to the benefit of Bank and its successors and assigns. All references herein to "Maker" shall be deemed to apply to Maker and to the heirs, personal representatives, successors and assigns of Maker, and all references herein to "Bank" shall be deemed to apply to Bank and its successors and assigns.

This Note and any other documents delivered in connection herewith and the rights and obligations of the parties hereto and thereto shall for all purposes be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Pennsylvania without giving effect to conflict of laws principles.

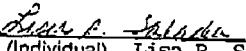
MAKER DOES HEREBY EMPOWER THE PROTHONOTARY OR ANY ATTORNEY OF ANY COURT WITHOUT ONE OR MORE COMPLAINTS FILED, CONFESS JUDGMENT OR JUDGMENTS AGAINST MAKER IN ANY COURT OF RECORD WITHIN THE COMMONWEALTH OF PENNSYLVANIA AT ANY TIME AFTER THE DATE OF THIS NOTE AND WHETHER OR NOT THIS NOTE IS THEN DUE OR IN DEFAULT, IN FAVOR OF BANK, ITS SUCCESSORS AND ASSIGNS, FOR THE UNPAID PRINCIPAL BALANCE OF THIS NOTE AND ALL INTEREST ACCRUED HEREON, TOGETHER WITH COSTS OF SUIT AND AN ATTORNEY'S COMMISSION OF 10%, BUT IN NO EVENT LESS THAN \$500.00, FOR COLLECTION OF SUCH SUMS, AND MAKER HEREBY FOREVER WAIVES, CONTINUANCE OR ADJOURNMENT OF SALE ON EXECUTION. THE AUTHORITY AND POWER TO APPEAR, FOR AND ENTER JUDGMENT AGAINST MAKER SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF AND MAY BE EXERCISED FROM TIME TO TIME AND AS OFTEN AS BANK OR ITS SUCCESSORS AND ASSIGNS SHALL DEEM NECESSARY OR DESIRABLE.

IN WITNESS WHEREOF, Maker, intending to be legally bound, has executed this Note on the day and year first above written with the intention that this Note shall constitute a sealed instrument.

WITNESS:


Courtney K. Cole


(Individual) Donald C. Salada (SEAL)


(Individual) Lisa R. Salada (SEAL)

ATTEST:

Corporation or Partnership

By _____
(Name and Title)

(SEAL)

By _____
(Name and Title)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF *
PENNSYLVANIA, s/i/i/t Integra Bank/ *
Pittsburgh, *

Plaintiff, *

vs. *

DONALD C. SALADA and *
LISA R. SALADA, *

Defendants. *

No. 00-590-60

CIVIL ACTION - LAW

AFFIDAVIT

STATE OF PENNSYLVANIA *

SS:

COUNTY OF ALLEGHENY *

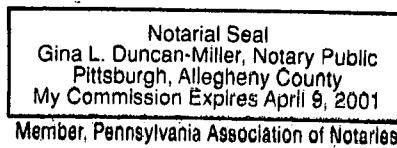
Jon A. McKechnie, as counsel for National City Bank of Pennsylvania according to law, deposes and says that National City Bank of Pennsylvania is the Plaintiff herein; and that the facts set forth in the foregoing Complaint for Confession of Judgment of Money are true and correct to the best of his knowledge, information and belief.

Jon McKechnie
Jon A. McKechnie, Esq.
Attorney for Plaintiff

Sworn and subscribed to before me

this 4th day of May, 2000.

Gina L. Duncan-Miller
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, s/i/i/t Integra Bank/
Pittsburgh,

Plaintiff,

vs.

DONALD C. SALADA and
LISA R. SALADA,

Defendants.

No. 00-590-CO

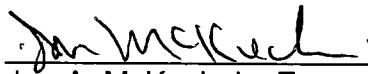
CIVIL ACTION - LAW

AFFIDAVIT OF BUSINESS TRANSACTION

STATE OF PENNSYLVANIA *

COUNTY OF ALLEGHENY *

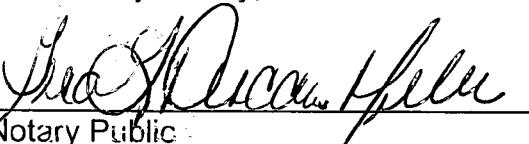
Jon A. McKechnie, as counsel for National City Bank of Pennsylvania, being duly sworn according to deposes and says that the transaction, upon which the judgment being entered is based, was a business transaction.



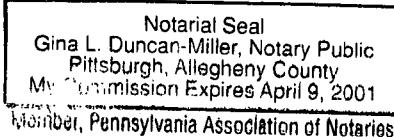
Jon A. McKechnie, Esq.
Attorney for Plaintiff

Sworn and subscribed to before me

this 4th day of May, 2000.



Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, s/i/i/t Integra Bank/
Pittsburgh,

Plaintiff,

vs.

DONALD C. SALADA and
LISA R. SALALDA,

Defendants.

No. 00-590-CO

CIVIL ACTION - LAW

AVERMENT OF DEFAULT

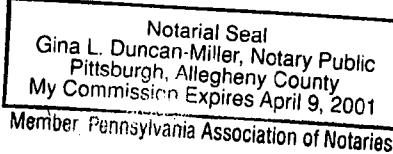
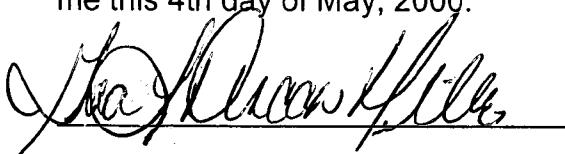
STATE OF PENNSYLVANIA *
* SS:
COUNTY OF ALLEGHENY *

Jon A. McKechnie, as counsel for National City Bank of Pennsylvania, being duly sworn according to law deposes and says that Donald C. Salada and Lisa R. Salada are in default upon the Note and that according to the terms of the Note, a true and correct copy of which is attached as Exhibit "A" to the foregoing Complaint for Confession of Judgment of Money, the Defendants are responsible for sums due under said Note which is in the principal sum of \$111,353.00; that Defendants have defaulted on their obligations under the note; that there is \$59,745.24 due and owing under the Note, and including a collection fee as authorized in the Guaranty and Note.

Sworn and subscribed to before me
me this 4th day of May, 2000.



Jon A. McKechnie, Esq.
Attorney for Plaintiff



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF *
PENNSYLVANIA, s/i/i/t Integra Bank/ *
Pittsburgh, *

Plaintiff, *

vs. *

DONALD C. SALADA and *
LISA R. SALADA, *

Defendants. *

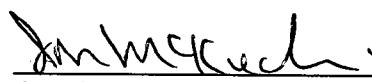
No.

CIVIL ACTION - LAW

AFFIDAVIT OF NON-MILITARY SERVICE

STATE OF PENNSYLVANIA *
* SS:
COUNTY OF ALLEGHENY *

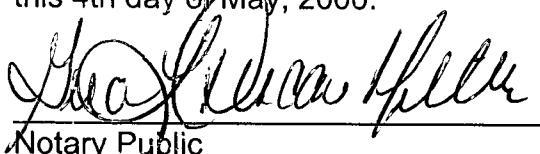
Jon A. McKechnie, as counsel for National City Bank of Pennsylvania, being duly sworn according to law deposes and says that to the best of his knowledge, information and belief, the Defendants, Donald C. Salada and Lisa R. Salada, are not in the Military or Naval Service of the United States or its Allies, or otherwise within Soldiers' and Sailors' Civil Relief Act of 1940 as amended.



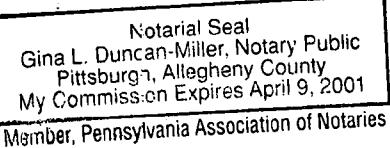
Jon A. McKechnie, Esq.
Attorney for Plaintiff

Sworn and subscribed to before me

this 4th day of May, 2000.



Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF *
PENNSYLVANIA, s/i/i/t Integra Bank/ *
Pittsburgh, *

Plaintiff, *
* vs. *

DONALD C. SALADA and *
LISA R. SALADA, *

Defendants. *

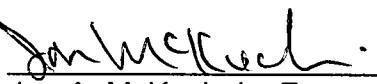
No. 00-590-C
CIVIL ACTION - LAW

CERTIFICATE OF ADDRESSES

I hereby certify that the last known address of the parties to this action are as follows:

PLAINTIFF
National City Bank of Pennsylvania
National City Center
20 Stanwix Street
Pittsburgh, PA 15222

DEFENDANTS
Donald C. Salada
Lisa R. Salada
654 Treasure Lake
DuBois, PA 15801



Jon A. McKechnie, Esq.

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF *
PENNSYLVANIA, s/i/i/t Integra Bank/ *
Pittsburgh, *

Plaintiff, *
* vs. *

DONALD C. SALADA and *
LISA R. SALADA, *

Defendants. *

No. 00-590-CO

CIVIL ACTION - LAW

ENTRY OF APPEARANCE AND CONFESSION OF JUDGMENT

TO THE PROTHONOTARY:

Kindly enter my appearance for and on behalf of the abovenamed Defendants for the purpose of this confession of judgment.

Pursuant to the authority contained in the warrant of attorney set forth in the Note, a true and correct copy of which is attached as Exhibit "A" to the Complaint filed in this action, I appear for Defendants, Donald C. Salada and Lisa R. Salada, and confess judgment in favor of Plaintiff, National City Bank of Pennsylvania and against Defendants, Donald C. Salada and Lisa R. Salada, as follows:

Unpaid Principal Balance: \$54,067.41

Interest as of May 1, 2000: 4,877.83
(interest accruing thereafter
at a rate of \$14.26 per diem)

Costs (to be added later)

Reasonable Collection Fees: 800.00

TOTAL DUE: \$59,745.24

Plus interest and costs.

Jon McKechnie

Jon A. McKechnie, Esq.
Attorney for Plaintiff

RECEIVED

APR 11 1988
LIBRARY OF CONGRESS
VISITOR SERVICES

FILED

May 18 2000

M 1385 Cathy McKechnie

William A. Shaw

Prothonotary

Od 8000

Not to Ds D. Sallada
& L. Sallada

Statement to Cathy McKechnie

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, s/i/i/t Integra Bank/
Pittsburgh,

Plaintiff,

vs.

DONALD C. SALADA and
LISA R. SALADA,

Defendants.

No. 00-590-CO

CIVIL ACTION - LAW

ASSESSMENT OF DAMAGES

AND NOW, this 17 day of May, 2000 pursuant to Complaint of National City Bank of Pennsylvania for Confession of Judgment of Money, damages are assessed against Defendants, Donald C. Salada and Lisa R. Salada, as follows:

Unpaid Principal Balance: \$54,067.41

Interest as of May 1, 2000:
(interest accruing thereafter
at a rate of \$14.26 per diem) 4,877.83

Costs (to be added later)

Reasonable Collection Fees: 800.00

TOTAL DUE: \$59,745.24

Plus interest and costs.

Prothonotary

cc: Jon A. McKechnie, Esq.

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, s/i/i/t Integra Bank/
Pittsburgh,

Plaintiff,

vs.

DONALD C. SALADA and,
LISA R. SALADA,

Defendants.

No. 06-590-CO

CIVIL ACTION - LAW

**NOTICE UNDER RULE 2958.1 OF JUDGMENT AND EXECUTION THEREON
NOTICE OF DEFENDANTS' RIGHTS**

To: Donald C. Salada and Lisa R. Salada:

A judgment in the amount of \$59,745.24 has been entered against you in favor of the plaintiff without prior notice or hearing based on a confession of judgment contained in a written agreement or other paper allegedly signed by you. The sheriff may take your money or other property to pay the judgment at any time after thirty (30) days after the date on which this notice is served on you.

You may have legal rights to defeat the judgment or to prevent your money or property from being taken. **YOU MUST FILE A PETITION SEEKING RELIEF FROM THE JUDGMENT AND PRESENT IT TO A JUDGE WITHIN THIRTY (30) DAYS AFTER THE DATE ON WHICH THIS NOTICE IS SERVED ON YOU OR YOU MAY LOSE YOUR RIGHTS.**

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

Pa Bar Association
P.O. Box 186
Harrisburg, PA 17108
(800) 692-7375

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

COPY

NATIONAL CITY BANK OF PENNSYLVANIA

s/i/i/t INTEGRA BANK/PITTSBURGH

Plaintiff(s)

No. 00-590-CD

vs.

DONALD C. SALADA and LISA R. SALADA

Defendant(s)

Costs \$

Int. From _____

Entry \$80.00

Instrument Complaint Confession

Judgment

Date of Entry May 18, 2000

Expires May 18, 2005

Certified from the record this 18th day of May, 2000.

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, 20 ___, of defendant full satisfaction of this Judgment, Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

NATIONAL CITY BANK OF
PENNSYLVANIA, s/i/i/t Integra Bank/
Pittsburgh,

Plaintiff,

vs.

21 DONALD C. SALADA and
LISA R. SALADA,

17

Defendants.

* * * * *
No. 00-590-CD

* * * * *
CIVIL ACTION - LAW
FILED

AUG 24 2000

William A. Shaw
Prothonotary

PRAECIPE FOR WRIT OF EXECUTION UPON A CONFESSED JUDGMENT

To the Prothonotary:

Issue a writ of execution upon a judgment entered by confession in the above matter.

Clearfield
(1) directed to the Sheriff of ~~Crawford~~ County;

(2) against Donald C. Salada and Lisa R. Salada, husband and wife; and

(3) index this writ

(a) against Donald C. Salada and Lisa R. Salada, husband and wife,

as a lis pendens against real property of the defendants in name of garnishees as

follows:

PARCEL 1:

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

BEGINNING at an iron pin at the intersection of Myrtle Alley and North Main Street; thence South 74 degrees 01' West along Myrtle Alley a distance of 121.8 feet to an iron pin on line of premises now or formerly of Sedor; thence North 15 degrees 13' West along said Sedor lands a distance of 60 feet to an iron pin; thence North 74 degrees 01' East a distance of 121.5 feet to North Main Street; thence along North Main Street a distance of 60 feet to an iron pin and place of beginning.

BEING the same premises which were conveyed to Donald C. Salada and Lisa R. Salada, husband and wife, by deed of Marie L. Parlavecchio, widow, dated March 16, 1990, recorded March 23, 1990, in Clearfield County Deeds & Records Book 1332, page 225.

Having Tax Assessment I.D. Parcel No. 7-1-07-1968, known and numbered as 111 North Main Street.

PARCEL 2:

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

BEGINNING at a post on East Scribner Avenue and at a corner of Lot No. 33; thence South 52 1/2 degrees West 150 feet to post on alley; thence by said alley, South 37 1/2 degrees East 50 feet to a post; thence North 52 1/2 degrees East 150 feet to a post on East Scribner Avenue; thence by said Avenue, North 37 1/2 degrees West 50 feet to post and place of beginning.

EXCEPTING AND RESERVING therefrom the following piece of said lot conveyed to Mary B. Hoover by deed dated September 13, 1902, and recorded in Clearfield County in Deed Book 127, page 147:

BEGINNING at a point 110 feet from East Scribner Avenue on line between Lots Nos. 32 and 33; thence Southwest 20 feet to a post; thence Southwest 40 feet to an alley; thence 20 feet to a post on line of lot between Lots Nos. 31 and 32; thence 40 feet along said line, the place of beginning. Containing 800 square feet.

BEING the same premises which were conveyed to Donald C. Salada and Lisa R. Salada, husband and wife, by deed of Marie L. Parlavecchio, widow, dated March 16, 1990, recorded March 23, 1990, in Clearfield County Deeds & Records Book 1332, page 239.

Having Tax Assessment I.D. Parcel No. 7-2-04-949, known and numbered as 108 East Scribner Street.

PARCEL 3:

ALL that certain piece or parcel of land located on the south side of West Scribner Avenue in the Second Ward of the City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at the northeast corner of lot of DuBois Area School District; thence in an easterly direction along the south side of West Scribner Avenue 80 feet to a private alley; thence in a southerly direction along said private alley 100 feet to line of land now or formerly of Abe B. Kaufman and Rae Kaufman, husband and wife (formerly land of E.A. Reams); thence in a westerly direction along the line of said Kaufman land 80 feet

to the line of said school lot; thence in a northerly direction along the line of said school lot 100 feet to the place of beginning.

Having erected a double frame dwelling house known and numbered as Nos. 23 and 25 West Scribner Avenue, and also a one-story, two-room brick building known and numbered as 21 West Scribner Avenue.

TOGETHER with all and singular the rights of the grantor in and to the said aforesaid private alley.

BEING the same premises which were conveyed to Donald C. Salada and Lisa R. Salada, husband and wife, by deed of Marie L. Parlavecchio, widow, dated March 16, 1990, recorded March 23, 1990, in Clearfield County Deeds & Records Book 1332, page 232.

Having Tax Assessment I.D. No. 7-2-01-57.

(4) Amount due:

Unpaid Principal Balance: \$54,067.41

Interest as of May 1, 2000: 4,877.83
(interest accruing thereafter
at a rate of \$14.26 per diem)

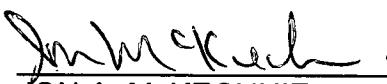
Costs (to be added later)

Reasonable Collection Fees: 800.00

TOTAL DUE: \$59,745.24

Plus interest and costs.

8 100.00



JON A. McKECHNIE
Attorney for Plaintiff

FILED

APR 24 2000

RECORDED

William A. Sharpe
Prothonotary
MK:kd
2000

4 Writs Sheriff
for

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

NATIONAL CITY BANK OF PENNSYLVANIA,

s/i/i/t Integra Bank/Pittsburgh,

COPY

Plaintiff(s)

vs.

NO: 00-590-CD

DONALD C. SALADA and LISA R. SALADA,

Defendant(s)

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK,
PLAINTIFF(S) from DONALD C. SALADA AND LISA R. SALADA DEFENDANT(S)

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: _____

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of _____

GARNISHEE(S) as follows: _____

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$54,067.41

PAID \$100.00

INTEREST Interest as of May 1, 2000
\$4,877.83 (interest accruing thereafter at a rate of \$14.26 per diem.

SHERIFF _____
PROTH. COSTS \$ _____
OTHER COSTS \$ _____

ATTY'S COMM \$ _____
DATE: August 4, 2000

RECEIVED THIS WRIT THIS _____ DAY
OF _____ A.D. 2000
AT _____ A.M./P.M.

PROTHONOTARY/CLERK CIVIL DIVISION

REQUESTING PARTY NAME:
Jon A. McKechnie, Esquire

SHERIFF

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

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

NO.: 00-590-CD

v.

ISSUE NO.:

Plaintiff,

CODE:

DONALD C. SALADA and
LISA R. SALADA,

TYPE OF PLEADING:

Defendants

MOTION TO CONTINUE SHERIFF'S SALE
AND DISPENSE WITH NEW NOTICE
PURSUANT TO PENNSYLVANIA RULE
OF CIVIL PROCEDURE 3129.3 (a)

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

NOV 06 2003

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#01915413

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

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

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

Plaintiff, NO.: 00-590-CD
v.

DONALD C. SALADA and
LISA R. SALADA,

Defendants

**MOTION TO CONTINUE SHERIFF'S SALE AND
DISPENSE WITH NEW NOTICE PURSUANT TO
PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.3 (a)**

Plaintiff, National City Bank of Pennsylvania s/i/i/t Integra Bank/Pittsburgh, by its Attorneys Weltman, Weinberg, & Reis, Co., L.P., files this Motion to Continue Sheriff's Sale and Dispense With New Notice Pursuant to Pennsylvania Rule of Civil Procedure 3129.3 (a) as follows:

1. On or about May 18, 2000, Plaintiff obtained a Judgment in mortgage foreclosure against the Defendants at the above-captioned number and term.
2. Pursuant to such judgment, the Plaintiff caused the mortgaged premises to be scheduled for sale by the Sheriff of Clearfield County on October 6, 2000.
3. The Sheriff of Clearfield County continued the sale of the mortgaged premises from October 6, 2000 to November 3, 2000, at the request of the Plaintiff.
4. Pursuant to Pennsylvania Rule of Civil Procedure 3129.3 (a), new notice is required to be given as provided in Pennsylvania Rule of Civil Procedure 3129.2 (a), if a sale of real property is stayed, continued, postponed or adjourned, "except as provided in subdivision (b) or by special Order of the Court."
5. Plaintiff has requested additional time prior to the Sheriff's Sale because the Defendants are attempting to sell the property.

6. Continuance of the Sheriff's Sale to January 5, 2001 was announced at the November 3, 2000 Sheriff's Sale.

7. Plaintiff has requested the Sheriff's Sale scheduled for November 3, 2000 to be continued pursuant to Pennsylvania Rule of Civil Procedure 3129.3 (a) to January 5, 2001, and the requirement that advertisement be made and new notice be provided to Defendants, Lienholders or other interested parties be waived.

WHEREFORE, Plaintiff, National City Bank of Pennsylvania, s/i/i/t Integra Bank/Pittsburgh, requests this Honorable Court enter a special Order of Court pursuant to Pennsylvania Rule of Civil Procedure 3129.3 (a) continuing the Sheriff's Sale that was scheduled November 3, 2000, until January 5, 2001, at 10:00 a.m. and dispense with requirement that advertisement be made and a new notice be provided to Defendants, Lienholders or other interested parties according to Pennsylvania Rule of Civil Procedure 3129.2, is hereby waived.

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

BY:



Jon A. McKechnie, Esquire
Attorneys for Plaintiff
436 Seventh Avenue
2601 Koppers Building
Pittsburgh, PA 15219
(412) 434-7955

CERTIFICATE OF SERVICE

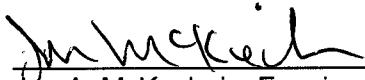
The undersigned hereby certifies that true and correct copies of the within Motion to Continue Sheriff's Sale Pursuant to Special Order of Court and Order of Court were mailed to the following on this 3rd day of November, 2000, by first class, U.S. Mail, postage pre-paid:

**Donald C. Salada
654 Treasure Lake
Dubois, PA 15801**

**Lisa R. Salada
654 Treasure Lake
Dubois, PA 15801**

Respectfully Submitted:

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



Jon A. McKechnie, Esquire
Attorneys for Plaintiff
2601 Koppers Building
3436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

12

NOV 06 2000
M 10/2000
W. H. K. M.
Fluoride
600

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

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

Plaintiff, NO.: 00-590-CD
v.

DONALD C. SALADA and
LISA R. SALADA,

Defendants

ORDER OF COURT

AND NOW, this 8th day of November, 2000, upon consideration of the Motion to Continue Sheriff's Sale and Dispense With New Notice Pursuant to Pennsylvania Rule of Civil Procedure 3129.3 (a) by Plaintiff, National City Bank of Pennsylvania, s/i/i/t Integra Bank/Pittsburgh, it is hereby ORDERED, ADJUDGED, AND DECREED that the Sheriff's Sale that was scheduled for November 3, 2000 is continued until January 5, 2001, in the Clearfield County Sheriff's Office, Suite 116, 1 North Second Street-Courthouse, Clearfield, PA 16830, and the requirement that advertisement be made and new notice be provided to Defendants, Lienholders, or other interested parties according to Pennsylvania Rule of Civil Procedure 3129.2 is hereby waived.

FILED

NOV 08 2000

William A. Shaw
Prothonotary

BY THE COURT:

J.

FILED

NOV 08 2000
0/25/2000
William A. Shaw
Prothonotary
KEL

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

NATIONAL CITY BANK OF
PENNSYLVANIA, S/I/I/T INTEGRA
BANK/PITTSBURGH,

Plaintiff

No. 00-590-CD

vs.

DONALD C. SALADA and
LISA R. SALADA,

Defendants

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

JON A. MCKECHNIE, ESQ.
PA ID #: 36268
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

FILED

WWR#01915413

JAN 16 2001

William A. Shaw
Prothonotary

FILED

JAN 16 2001
M 934/01/01, M.R. Kachine
William A. Shaw
Prothonotary
PD. 57.00

*Copy Statement Series
to. Atty.*

SEARCHED	INDEXED
SERIALIZED	FILED
FEB 12 2001	
FEDERAL BUREAU OF INVESTIGATION	
U.S. DEPARTMENT OF JUSTICE	

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

No.: 2000-00590-CD

National City Bank of PA

Debt: 54,067.41

Vs.

Atty's Comm.:

Donald C. Salada

Lisa R. Salada

Interest From:

Cost: \$7.00

NOW, Tuesday, January 16, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 16th day of January, A.D. 2001.

Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10050

NATIONAL CITY BANK OF

00-590-CD

VS.

SALADA, DONALD C. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 28, 2000 AT 9:55 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, OCTOBER 6, 2000, AT 10:00 AM.

NOW, SEPTEMBER 5, 2000, AT 9:55 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LISA SALADA, WIFE OF DONALD C. SALADA, DEFENDANT, AT HER PLACE OF RESIDENCE, 654 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO LISA SALADA, WIFE OF DONALD C. SALADA, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, SEPTEMBER 5, 2000, AT 9:55 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LISA SALADA, DEFENDANT, AT HER PLACE OF RESIDENCE, 654 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO LISA SALADA, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, OCTOBER 5, 2000, RECEIVED FAX FROM JON MCKECHNIE, ATTORNEY FOR THE PLAINTIFF, THAT SALE IS TO BE CONTINUED UNTI FRIDAY , NOVEMBER 3, 2000, BUT ANNOUNCED CONTINUED TO JANUARY 5, 2001.

FILED NO
10:29 AM
FEB 28 2003
CC
KA

**William A. Shaw
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10050

NATIONAL CITY BANK OF

00-590-CD

VS.

SALADA, DONALD C. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, NOVEMBER 2, 2000, RECEIVED FAX THAT SALE IS TO BE CONTINUED.
ATTORNEY MCKECHNIE IS PREPARING MOTION TO CONTINUE WITHOUT
FURTHER PUBLICATION.**

**NOW, NOVEMBER 14, 2000, RECEIVED FAX THAT SALE IS TO BE CONTINUED
UNTIL FRIDAY, JANUARY 5, 2001, COURT ORDER IS INCLUDED STATING
FURTHER PUBLICATION IS NOT REQUIRED.**

**NOW, DECEMBER 28, 2000, RECEIVED FAX THAT SALE IS TO BE STAYED AD
DEFENDANT PAID OFF MORTGAGE.**

**ATTORNEY PAUL CHERRY CALLED FOR COSTS DUE, DEPUTY SHULTZ GAVE
AMOUNT AND WAS TOLD THAT WE WILL BE SENT MONEY FOR COSTS AND
OUR COMMISSION ON SALE.**

**NOW, JANUARY 22, 2002, CALLED ATTORNEY MCKECHNIE'S OFFICE FOR
PAY OFF AMOUNT ON MORTGAGE. HEIDI INFORMED THIS OFFICE THAT
THE DEFENDANTS PAID SIXTY THOUSAND SEVEN HUNDRED FIFTY-TWO
DOLLARS AND THIRTY-SIX CENTS (\$60,752.36).**

**NOW, JUNE 7, 2001, SENT BILL TO ATTORNEY MCKECHNIE FOR COSTS
DUE.**

**NOW, JANUARY 22, 2002 SENT ANOTHER BILL TO ATTORNEY JON A.
MCKECHNIE, ESQ.**

**NOW, MARCH 14, 2002 SHERIFF HAWKINS CALLED ATTORNEY OFFICE INQUIRING
ABOUT PAYMENT.**

**NOW, APRIL 19, 2002 SHERIFF HAWKINS CALLED AND SPOKE WITH HEIDI, PARA-
LEGAL ABOUT DELIQUENT PAYMENT.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10050

NATIONAL CITY BANK OF

00-590-CD

VS.

SALADA, DONALD C. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 26, 2002 PETER F. SMITH, SOLICITOR SENT LETTER TO KIM HONG, ESQ. AT WELTMAN, WEINBERG & REIS, CO., L.P.A. CONCERNING THE DELIQUENT PAYMENT SITUATION.

NOW, JULY 5, 2002 PETER F. SMITH, SOLICITOR FOR THE SHERIFF OFFICE WROTE ANOTHER LETTER TO KIN HONG, ESQ WITH WELTMAN, WEINBEG & REIS, CO L.P.A. CONCERNING NONPAYMENT OF INVOICE AND TO INFORM THEM THAT THE SHERIFF'S OFFICE WOULD NO LONGER PERFORM SERVICES FOR THEIR OFFICE.

NOW, AUGUST 8, 2002 PETER F. SMITH, SOLICITOR SENT ANOTHER LETTER TO WELTMAN, WEINBERG & REIS CONCERNING THE DELIQUENT PAYMENT SITUATION.

NOW, SEPTEMBER 16, 2002 PETER F. SMITH RECEIVED A LETTER FORM KIMBERLY J. HONG, ESQ. CONCERNING A SOLUTION FOR THE FINACIAL SITUATION CREATED BY THEIR OFFICE.

NOW, SEPTEMBER 25, 2002 PETER F. SMITH, SOLICITOR SENT LETTER TO KIMBERLY HONG, ESQ. WITH PROPOSAL FROM THE SHERIFF OFFICE TO CORRECT THE FINANCIAL SITUATION.

NOW, DECEMBER 24, 2002 RECEIVED A CHECK FROM KIMBERLY HONG, ESQ. TO PAY COSTS RELATED TO THE SHERIFF SALE.

NOW, FEBRUARY 27, 2003 PAID COSTS WITH ADVANCE AND CHECK RECEIVED FROM THE ATTORNEY OFFICE.

NOW, FEBRUARY 28, RETURNED WRIT AS NO SALE HELD. MORTGAGE PAID IN FULL BY THE DEFENDANT IN THE AMOUNT OF \$60,752.36.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10050

NATIONAL CITY BANK OF

00-590-CD

VS.

SALADA, DONALD C. EX

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

SHERIFF HAWKINS \$1,488.64

SURCHARGE \$40.00

PAID BY ATTORNEY

Sworn to Before Me This

28th Day Of February 2003

William A. Shaw
WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

Chester A. Hawkins
By Cynthia Bitter - Delegated
Chester A. Hawkins
Sheriff

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

NATIONAL CITY BANK OF PENNSYLVANIA,

s/i/i/t Integra Bank/Pittsburgh,

Plaintiff(s)

vs.

NO: 00-590-CD

DONALD C. SALADA and LISA R. SALADA,

Defendant(s)

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK,
PLAINTIFF(S) from DONALD C. SALADA AND LISA R. SALADA DEFENDANT(S)

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein: _____

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of _____

GARNISHEE(S) as follows: _____

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE \$54,067.41

PAID \$100.00

INTEREST Interest as of May 1, 2000
\$4,877.83 (interest accruing thereafter at a rate of \$14.26 per diem.

SHERIFF _____
PROTH. COSTS \$ _____
OTHER COSTS \$ _____

ATTY'S COMM \$ _____
DATE: August 4, 2000



RECEIVED THIS WRIT THIS 4th DAY
OF August A.D. 2000
AT 3:52 A.M. P.M.

Chester A. Watkins
SHERIFF by Maryann H. Dott

PROTHONOTARY/CLERK CIVIL DIVISION

REQUESTING PARTY NAME:
Jon A. McKechnie, Esquire

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2002, I exposed the within described real estate of

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

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
 MILEAGE	 9.88
POSTING	15.00
CSDS	10.00
COMMISSION 2%	1,215.04
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	30.00
ADD'L MILEAGE	19.76
ADD'L LEVY	30.00
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES / BILLING	\$15.00 + 5.00
BILLING - PHONE - FAX	10.00
 TOTAL SHERIFF COSTS	 \$ 1,488.64

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 58,067.41
INTEREST AS OF MAY 1, 2000	4,877.83
INTEREST ACCRUING THEREAFTER AT A RATE	
OF \$14.26 PER DIEM	TO BE ADDED

<u>TOTAL DEBT & INTEREST</u>	<u>\$ 62,945.24</u>
---	----------------------------

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$
ADVERTISING	\$ 664.20
LATE CHARGES & FEES	\$
TAXES-Collector	\$
TAXES-Tax Claim	\$
COSTS OF SUT-To Be Added	\$ 100.00
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES / LIFE INS REFUND	\$
ACKNOWLEDGEMENT	\$
DEED COSTS	\$
ATTORNEY COMMISSION	\$
SHERIFF COSTS	\$ 1,488.64
LEGAL JOURNAL AD	\$ 155.25
REFUND OF ADVANCE	\$
REFUND OF SURCHARGE	\$
PROTHONOTARY	\$ 303.41
COLLECTION FEE	\$ 800.00

DEED COSTS:

REGISTER & RECORDER	\$
ACKNOWLEDGEMENT	15.50
TRANSFER TAX 2%	5.00

15.50
5.00

COPY

<u>TOTAL COSTS</u>	<u>\$ 3,651.50</u>
---------------------------	---------------------------

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

Chester A. Hawkins, Sheriff

WELTMAN, WEINBERG & REIS

Co., L.P.A.

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

(412) 434-7955

www.weltman.com

CLEVELAND
(216) 363-4000

COLUMBUS
(614) 228-7272

CINCINNATI
(513) 723-2200

DETROIT
(248) 362-6100

JON A. McKECHNIE
(412) 434-6153
FAX (412) 434-7959
Jmckechnie@weltman.com

October 5, 2000

Clearfield County Sheriff's Office
ATTN: Peggy
FAX (814) 765-6089

RE: National City Bank v. Salada
No. 00-590-CD

Dear Peggy:

Please continue the October 5, 2000 sheriff sale to November 3, 2000 in the above captioned matter.

Please call me if you have any questions. Thank you.

Sincerely,



Jon A. McKechnie

COPY

WELTMAN, WEINBERG & REIS

C., L.P.A.

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
412.434.7955
www.weltman.com

CLEVELAND
216.685.1000
COLUMBUS
614.228.7272
CINCINNATI
513.723.2200
DETROIT
248.362.6100

JON A. McKECHNIE
412.434.6153
Fax 412.434.7959
jmckechnie@weltman.com

November 2, 2000

Clearfield County Sheriff's Office
AATN: Peggy
FAX (814) 765-6089

RE: National City Bank v. Salada
No. 00-590-CD
Original Sale Date: October 6, 2000

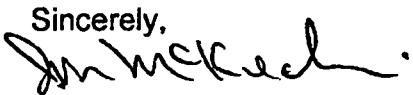
Dear Peggy:

Please continue the continued sale that is scheduled for November 3, 2000 in the above referenced case. The defendant is attempting to sell the property to a bona fide purchaser.

As you, Sheriff Hawkins and I discussed, the sale will be announced as continued to January 5, 2001. I am preparing a motion to continue the sheriff's sale without further publication and sending to the Clearfield County Prothonotary's Office for filing. Marcy in the Court Administrator's Office advised me that the motion will then be presented at motions court. I will provide you a copy of the court order once I receive it.

Thank you and Sheriff Hawkins for extending to me your courtesies on this matter. Please call me if you have any questions.

Sincerely,



Jon A. McKechnie

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISIONNATIONAL CITY BANK OF
PENNSYLVANIA, s/i/i/t INTEGRA
BANK/PITTSBURGH,Plaintiff,
v.

NO.: 00-590-CD

DONALD C. SALADA and
LISA R. SALADA,

Defendants

ORDER OF COURT

AND NOW, this 8th day of November, 2000, upon consideration of the Motion to Continue Sheriff's Sale and Dispense With New Notice Pursuant to Pennsylvania Rule of Civil Procedure 3129.3 (a) by Plaintiff, National City Bank of Pennsylvania, s/i/i/t Integra Bank/Pittsburgh, it is hereby ORDERED, ADJUDGED, AND DECREED that the Sheriff's Sale that was scheduled for November 3, 2000 is continued until January 5, 2001, in the Clearfield County Sheriff's Office, Suite 116, 1 North Second Street-Courthouse, Clearfield, PA 16830, and the requirement that advertisement be made and new notice be provided to Defendants, Lienholders, or other interested parties according to Pennsylvania Rule of Civil Procedure 3129.2 is hereby waived.

COPY

BY THE COURT:

/s/JOHN K. REILLY, JR.

J.

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

NOV 08 2000

TOTAL P.02

WELTMAN, WEINBERG & REIS

Co. L.P.A.

ATTORNEYS AT LAW
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

(412) 434-7955

www.weltman.com

CLEVELAND
(216) 363-4000

COLUMBUS
(614) 228-7272

CINCINNATI
(513) 723-2200

DETROIT
(248) 362-6100

JON A. McKECHNIE
(412) 434-6153
FAX (412) 434-7959
Jmckechnie@weltman.com

December 28, 2000

Clearfield County Sheriff's Office
ATTN: Peggy
FAX (814) 765-6089

RE: National City Bank v. Salada
No. 00-590-CD

Dear Peggy:

Please stay the January 5, 2001 continued sheriff sale in the above captioned matter.
Defendant has paid off the mortgage.

Please call me if you have any questions. Thank you.

Sincerely,



Jon A. McKechnie

COPY

1-22-02 Rev 1/26/01

Pay off was # 60,752.34

WELTMAN, WEINBERG & REIS

Co., L.P.A.

ATTORNEYS AT LAW

2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
412.434.7955
www.weltman.com

CLEVELAND
216.685.1000

COLUMBUS
614.228.7272

CINCINNATI
513.723.2200

DETROIT
248.362.6100

KIMBERLY J. HONG
412.434.6153
Fax 412.434.7959
khong@weltman.com

April 19, 2002

Attention: Peter Smith, Esquire
Solicitor for Clearfield County Sheriff
Via Facsimile to (814) 765-6662

**RE: National City Bank of Pennsylvania, s/i/i/t Integra Bank/Pittsburgh
vs. Donald C. Salada and Lisa R. Salada; No. 00-590-CD**

Dear Attorney Smith:

Please be advised that our firm represented the Plaintiff in a foreclosure action for the above-captioned matter. Prior to the sheriff's sale, the Defendants sold their home and paid off the mortgage. For the closing, a payoff figure of \$59,404.43 was provided to Defendants on December 20, 2000. The payoff letter to Defendants also indicated that Peggy of the Clearfield County Sheriff's Office is the only individual that handles the calculations for the sheriff's sales and that she was out of the office until the beginning of 2001. The payoff funds were received and Attorney Jon McKechnie stayed the sheriff's sale set for January 5, 2001. Furthermore, the judgment was marked satisfied on January 16, 2001. We were never contacted by Peggy or anyone other individual from the sheriff's office advising of further monies owed during the entire year after the sheriff's sale.

Just recently, we were contacted by Sheriff Hawkins; he indicated that \$2,651.50 was owed for the above sheriff's sale. As a result, he indicated that until same was paid, he would not perform any more services for our firm. Please provide our office with an itemization of what remains owing. Also, please advise the reason for the delay in the sheriff's request. Because of the unexplained delay, it is dubious that Attorney Fennel, the attorney that held the closing, will be amenable or even able to pay the costs. The closing was held fifteen months ago and I am certain all funds have already been distributed.

I thank you for your attention to this matter.

Very truly yours,


Kimberly J. Hong

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
P.O. BOX 130
CLEARFIELD, PENNSYLVANIA 16830

(814) 765-5595
FAX (814) 765-6662

E-mail
pfsatty@uplink.net

April 23, 2002

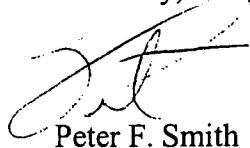
HAND DELIVER
Chester Hawkins
Clearfield County Sheriff
Clearfield County Courthouse
Clearfield, PA 16830

Dear Sheriff Hawkins:

I enclose a letter that was faxed to me by an attorney with the firm of Weltman, Weinberg & Reis. Would you please have Peggy prepare the itemization that they request. The schedule of distribution will certainly suffice.

I am confident that your office has made at least several prior requests for payment. Can you document these? Please give me dates and copies of letters if possible. Is there any other reason for delay in this instance? Maybe they simply did not understand the information that was provided to them.

Sincerely,



Peter F. Smith

PFS/hab

Enclosure


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April 26, 2002

Kim Hong, Esquire
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Re: National City vs. Salada
Clearfield County

Dear Kim:

I have reviewed your recent letter concerning the Salada sale with the Clearfield County Sheriff. I enclose an explanation prepared by his Deputy Peggy who usually handles sales of real estate. I also enclose copies of two invoices that were sent to your firm concerning the unpaid cost. I know that it can be difficult to collect funds after a transaction has closed, but clearly the Sheriff is entitled. I also think that it is clear that the bill did not go unpaid through any fault of the Sheriff's.

I think that if you contact the other attorneys involved and explain the situation and explain how important it is for the to maintain good will with the Sheriff's office, you will have no problem.

Sincerely,


Peter F. Smith

PFS/jac

Enclosure

PETER F. SMITH
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July 5, 2002

Kim Hong, Esquire
WELTMAN, WEINBERG & REIS, CO., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

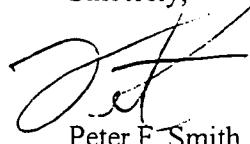
Dear Kim:

You may recall that I am Solicitor for the Clearfield County Sheriff. He contacted me on Tuesday. Apparently the outstanding bill owed by your firm in the National City vs. Salada case is still owed. I last wrote to you in this regard on April 23, 2002. The case is identified by Clearfield County Docket No. 00-590-CD.

The balance due is \$1,448.09.

The Sheriff is a very determined man. He has instructed me to advise that he will not perform any additional services for your office in any other cases until this bill is paid.

Sincerely,



Peter F. Smith

PFS/jac

cc: Sheriff Hawkins, Clearfield County

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ATTORNEY
20 SOUTH SECOND STREET
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August 8, 2002

Kimberly J. Hong, Esquire
Weltman, Weinberg & Reis
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

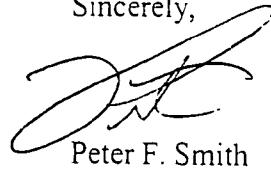
Re: National City Bank of Pennsylvania, s/i/i.t Integra Bank/Pittsburgh
vs. Donald C. Salada and Lisa R. Salada; No. 00-590-CD

Dear Kim:

I do not think that it is particularly important who spoke with whom about the balance of costs owed in this matter. The Sheriff's second request for payment of these costs may not be "prompt" but it certainly is within any applicable statute of limitation.

As we see it, either your client, your firm or the other law firm involved pays these costs, or they will be subsidized by the taxpayers of Clearfield County. I am certain that our local judges would see it this way too.

Sincerely,



Peter F. Smith

PFS/hab

cc: Chester A. Hawkins, Clearfield County Sheriff

WELTMAN, WEINBERG & REIS

Co., L.P.A.

ATTORNEYS AT LAW

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KIMBERLY J. HONG

412.338-7106
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September 16, 2002

Peter F. Smith, Esquire
30 South Second Street
PO Box 130
Clearfield, PA 16830

RE: National City Bank of PA s/i/i/t Integra Bank/Pittsburgh vs.
Donald and Lisa Salada
No. 00-590-CD

Dear Peter:

Per my previous email to you dated August 23, 2002, I am in receipt of your correspondence dated August 8, 2002 in the aforementioned matter. As indicated previously, it is certainly my intention to resolve this matter. Perhaps the best resolution would be that each attorney involved bear one-third of the costs owed to the sheriff. As this file was already closed by our client, this remuneration would be directly from our office, not my client. I was previously in contact with the other attorneys involved, but neither returned my telephone calls. Please advise at your soonest convenience if my proposal is acceptable. I thank you for your assistance and attention to this matter.

If you should have any questions, please feel free to contact me at the number listed above.

Very Truly Yours,

Kimberly J. Hong
Esquire

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September 18, 2002

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

HAND DELIVER

Dear Chet:

I enclose another letter from Ms. Hong at Weltman, Weinberg & Reis.

Is her proposal acceptable? Do we have the names and addresses of the other law firms involved? Obviously we will need that information in order to put the same kind of pressure on them if you accept Ms. Hong's proposal.

Sincerely,



Peter F. Smith

PFS/jac
Enclosure

PETER F. SMITH
ATTORNEY
30 SOUTH SECOND STREET
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September 25, 2002

Kimberly J. Hong, Esquire
Weltman, Weinberg & Reis
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

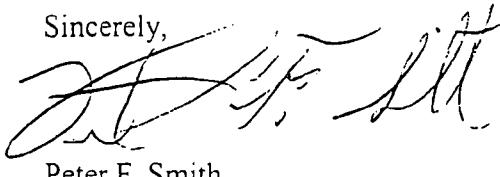
Re: National City Bank of Pennsylvania, s/i/i/t Integra Bank/Pittsburgh
vs. Donald C. Salada and Lisa R. Salada; No. 00-590-CD

Dear Kim:

I discussed your recent letter with Sheriff Hawkins. He proposes the following resolution: A balance of \$2,651.50 remains. He will waive his right to the 2% commission due on this sale in the amount of \$1,215.04. This leaves a balance of \$1,436.46. Sheriff Hawkins will accept that amount as payment in full.

I think your senior partners would be crazy if they did not accept this offer. I would also point out that this amount is necessary to cover the Sheriff's costs which his office incurred to conduct this sale on behalf of your client.

Sincerely,



Peter F. Smith

PFS/hab

cc: Chester A. Hawkins, Clearfield County Sheriff

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December 23, 2002

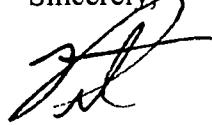
HAND DELIVER
Chester A. Hawkins
Clearfield County Sheriff
Clearfield County Courthouse
Clearfield, PA 16830

Re: National City v. Salada

Dear Chet:

At long last, it is my pleasure to forward a check payable to your order from the firm of Weltman, Weinberg & Reis in the above-captioned matter. This represents the costs that I advised Attorney Kim Hong of that firm you would settle for. Many thanks for your patience, cooperation and confidence throughout this matter.

Sincerely,



Peter F. Smith

PFS/hab

Enclosure