

00-731-CD  
FIRST COMMONWEALTH BANK formerly -vs- MARK A. ANDERSON et al  
DEPOSIT BANK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

114 FIRST COMMONWEALTH BANK  
formerly DEPOSIT BANK,

Plaintiff,

vs.

97 MARK A. ANDERSON  
and KAREN N. ANDERSON, 115 116

Defendants.

CIVIL DIVISION

Case No. 00-731-00

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

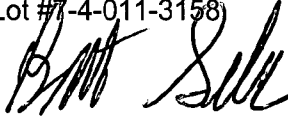
Filed on behalf of First Commonwealth  
Bank formerly Deposit Bank, Plaintiff

Counsel of record for this party:

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

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

436-438 Church Street  
Dubois, Pennsylvania 15801  
Lot #7-4-011-3158

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

**FILED**

JUN 20 2000

William A. Shaw  
Prothonotary

Case No. \_\_\_\_\_

**Lawyer Referral Service**  
**800-692-7375**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK	)	CIVIL DIVISION
formerly DEPOSIT BANK,	)	
	)	
Plaintiff,	)	Case No. _____
	)	
vs.	)	
	)	
MARK A. ANDERSON	)	
and KAREN N. ANDERSON,	)	
	)	
Defendants.	)	

**COMPLAINT IN MORTGAGE FORECLOSURE**

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

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

2. Defendants, Mark A. Anderson and Karen N. Anderson are adult individuals whose last known addresses are R.D. 1, Box 510, San Spur Road, Dubois, Pennsylvania 15801 and 1395 Treasure Lake, Dubois, Pennsylvania 15801.

3. On or about March 2, 1999, the Defendants executed a Promissory Note ("Note") whereby the Defendants promised to pay the Bank the principal amount of \$55,500.00, plus interest and other amounts as more particularly described therein. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The obligations evidenced by the Note are secured by a Mortgage dated March 2, 1999 ("Mortgage") given by Defendants to the Bank, granting the Bank a security interest in certain real properties located in the County of Clearfield, Pennsylvania, as more particularly

described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") at instrument number 199903257. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

5. The Defendants are in default of the provisions of the Note for failure to make payments when due.

6. The Defendants are the record and real owners of the Premises.

7. There has been no assignment, release or transfer of the Note or Mortgage (collectively the "Loan Documents").

8. On or about November 9, 1999, Notices were sent to Defendants in accordance with 35 P.S. § 1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 -- Act 91 of 1983) and 41 P.S. § 403 (Act 6 of 1974) that an action on said Mortgages may be commenced after 31 days from the date of the Notices. Said Notices further advised Defendants of Defendants' rights and obligations in accordance with the Acts. A copy of the Notices are attached hereto as Exhibit "C", collectively, and incorporated herein.

9. The amount due to Bank under the Loan Documents as of May 23, 2000 is as follows:

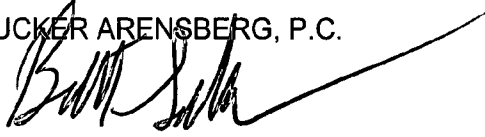
Principal .....	\$54,845.37
Interest through May 23, 2000.....	4,139.14
(interest accruing thereafter at \$15.3597 per day)	
Late Fees .....	136.65
Costs.....	to be added
Attorneys' Fees (to extent actually incurred).....	<u>to be added</u>
TOTAL .....	\$ 59,121.16

10. The total amount due to Bank under the Loan Documents as of May 23, 2000 was Fifty Nine Thousand One Hundred Twenty One and 16/100 Dollars (\$59,121.16) plus interest accruing from May 23, 2000, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Fifty Nine Thousand One Hundred Twenty One and 16/100 Dollars (\$59,121.16), plus continuing interest at the contract rate, late charges, reasonable attorneys' fees as authorized by the Loan Documents and costs of foreclosure and sale of the Mortgaged Premises.

TUCKER ARENSBERG, P.C.

By:



---

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

Attorneys for First Commonwealth Bank  
formerly Deposit Bank, Plaintiff

BF 128250.1  
011555-025006

# PROMISSORY NOTE

Principal \$55,500.00	Loan Date 03-02-1999	Maturity 03-02-2014	Loan No 1200812	Call	Collateral 18	Account 0112023	Officer LJK	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: MARK A ANDERSON (SSN: 165-58-0559)  
KAREN N ANDERSON (SSN: 211-48-3699)  
RD1 BOX 510  
DUBOIS, PA 15801

Lender: Deposit Bank, a division of First Commonwealth Bank  
Mail Office  
Shaffer Road  
DuBois, PA 15801

Principal Amount: \$55,500.00

Initial Rate: 8.500%

Date of Note: March 2, 1999

**PROMISE TO PAY.** MARK A ANDERSON and KAREN N ANDERSON ("Borrower") promise to pay to Deposit Bank, a division of First Commonwealth Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Fifty Five Thousand Five Hundred & 00/100 Dollars (\$55,500.00), together with interest on the unpaid principal balance from March 2, 1999, until paid in full. The interest rate will not increase above 15.500%.

**PAYMENT.** Subject to any payment changes resulting from changes in the index, Borrower will pay this loan in 180 payments of \$546.67 each payment. Borrower's first payment is due April 2, 1999, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on March 2, 2014, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the HIGHEST PRIME RATE QUOTED IN THE MIDWEST EDITION OF THE WALL STREET JOURNAL (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this Note, Lender may designate a substitute Index after notice to Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. Borrower understands that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 5 YEARS. The Index currently is 7.750% per annum. The interest rate to be applied to the unpaid principal balance of this Note will be at a rate of 0.750 percentage points over the Index, adjusted if necessary for the minimum and maximum rate limitations described below, resulting in an initial rate of 8.500% per annum. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rates. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 7.500% per annum or more than (except for any higher default rate shown below) the lesser of 15.500% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 2.000 percentage points. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (a) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (b) increase Borrower's payments to cover accruing interest, (c) increase the number of Borrower's payments, and (d) continue Borrower's payments at the same amount and increase Borrower's final payment.

**PREPAYMENT.** Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in Borrower making fewer payments.

**DEFAULT.** Borrower will be in default if any of the following happens: (a) Borrower fails to make any payment when due. (b) Borrower breaks any promise Borrower has made to Lender, or Borrower fails to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan Borrower has with Lender. (c) Borrower defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by Borrower or on Borrower's behalf is false or misleading in any material respect either now or at the time made or furnished. (e) Borrower dies or becomes insolvent, a receiver is appointed for any part of Borrower's property, Borrower makes an assignment for the benefit of creditors, or any proceeding is commenced either by Borrower or against Borrower under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of Borrower's property on or in which Lender has a lien or security interest. This includes a garnishment of any of Borrower's accounts with Lender. (g) Any of the events described in this default section occurs with respect to any guarantor of this Note. (h) A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired. (i) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if Borrower has not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if Borrower, after receiving written notice from Lender demanding cure of such default: (a) cures the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Upon default, including failure to pay upon final maturity, Lender, at its option, may also, if permitted under applicable law, increase the variable interest rate on this Note to 5.750 percentage points over the Index. The interest rate will not exceed the maximum rate permitted by applicable law. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If no prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** Borrower grants to Lender a contractual security interest in, and hereby assigns, conveys, delivers, pledges, and transfers to Lender all Borrower's right, title and interest in and to, Borrower's accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts Borrower may open in the future, excluding however all IRA and Keogh accounts, and all trust accounts for which the grant of a security interest would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

**COLLATERAL.** This Note is secured by a Mortgage and an Assignment of All Rents dated March 2, 1999, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, a Mortgage and an Assignment of All Rents dated March 2, 1999, to Lender on real property located in CLEARFIELD County, Commonwealth of Pennsylvania, and a Mortgage and an Assignment of All Rents dated March 2, 1999, to Lender on real property located in JEFFERSON County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**LATE CHARGE.** A late charge will be assessed in the amount of 5.00% of the total payment amount, not to exceed \$250.00 nor be less than \$25.00, for any regular payment or portion thereof, that remains unpaid for more than fifteen (15) days beyond the payment due date.

**LIMITATION OF ACTION.** If the Borrower has any cause of action against the Lender, now or in the future, arising out of the Related Documents and the transactions contemplated by the Related Documents, whether in contract or tort or otherwise, the Borrower must assert the claim within one year of the occurrence of the event which gives rise to a cause of action. If the Borrower does not assert the claim within one year of the occurrence of a cause of action, the Borrower will be barred from asserting the claim. The one year time period is reasonable and sufficient for the Borrower to investigate and act upon the claim. The limitation of the Agreement.

**YEAR 2000 PROVISIONS.** The Year 2000 Problem has not resulted in, and will not result in a material adverse effect on the assets, financial condition, results of operations or prospects of the Borrower, and has not and will not result in a material adverse effect on the ability of the Borrower to perform any of its obligations owed to the Lender. From time to time, with respect to the Year 2000 Problem, the Borrower shall deliver to the Lender a written report as to its compliance efforts in connection with the Year 2000 Problem. The Lender may reasonably request. In addition, the Borrower shall, upon any request of the Lender, provide the Lender with any and all information requested by the Lender.

EXHIBIT

"A"

Including without limitation as to dates on and after December 31, 1999, such that no material adverse change to the Borrower's business, properties, assets, financial condition, results of operations or prospects will result. For purposes of this provision, "Year 2000 Problem" means the risk that computer applications used by or for the benefit of the Borrower may be unable to recognize or properly perform date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

**PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.**

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

X  (SEAL)  
MARK A ANDERSON

X  (SEAL)  
KAREN N ANDERSON

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$55,500.00	Loan Date 03-02-1999	Maturity 03-02-2014	Loan No 1200612	Call	Collateral 18	Account 0112023	Officer LJK	Initials
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: MARK A ANDERSON (SSN: 165-58-0559)  
KAREN N ANDERSON (SSN: 211-48-3699)  
RD1 BOX 510  
DUBOIS, PA 15801

Lender: Deposit Bank, a division of First Commonwealth Bank  
Mail Office  
Shafter Road  
DuBois, PA 15801

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 2nd DAY OF MARCH, 19 99, A PROMISSORY NOTE FOR \$55,500.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A REPRESENTATIVE OF DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS.

INITIALS: MA IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION. INITIALS: \_\_\_\_\_

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT HOWEVER, LENDER MUST PROVIDE NOTICE TO ME UNDER APPLICABLE LAW IN EXECUTING ANY CONFESSIONED JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND EXPRESSLY AGREE AND CONSENT TO LENDER'S EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW. INITIALS: MA

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

- X 1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
- \_\_\_\_\_ 2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

AFFIANT:

X MA (SEAL)  
MARK A ANDERSON

RECORDING FEES -	\$17.00
REORDER	
COUNTY IMPROVEMENT	\$1.00
FUND	
REORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$19.50

Deposit Bank, a division of First Commonwealth Bank  
Shafter Road  
DuBois, PA 15801

Deposit Bank, a division of First Commonwealth Bank  
Shaffer Road  
DuBois, PA 15801

Deposit Bank, a division of First Commonwealth Bank  
Shaffer Road  
DuBois, PA 15801

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS MORTGAGE IS DATED MARCH 2, 1999, between MARK A ANDERSON and KAREN N ANDERSON, HUSBAND AND WIFE, whose address is RD1 BOX 510, DUBOIS, PA 15801 (referred to below as "Grantor and Deposit Bank, a division of First Commonwealth Bank, whose address is Shaffer Road, DuBois, PA 15801" (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms, mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequent erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or in anywise made appurtenant hereafter, and the reversions & remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property"):

The Real Property or its address is commonly known as 436/438 CHURCH STREET, DUBOIS, PA 15801.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money, the United States of America.

**Grantor.** The word "Grantor" means MARK A ANDERSON and KAREN N ANDERSON. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. The unpaid principal balance of advances exclusive of interest and unpaid balances of advances and other extensions of credit, secured by the Mortgage made for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred for the protection of the mortgaged premises shall not exceed at any one time \$55,500.00.

Lender. The word "Lender" means Deposit Bank, a division of First Commonwealth Bank, its successors and assigns. The Lender is :  
mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the promissory note or credit agreement dated March 2, 1999, in the original principal amount \$55,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, a substitutions for the promissory note or agreement. The maturity date of this Mortgage is March 2, 2014. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, and all other instruments, agreements or documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until in default or until Lender exercises its right to collect Rents as provided for in the Assignment of Rents form executed by Grantor in connection with the Property, Grantor may remain in possession and control of all the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly pay all taxes and charges necessary to preserve its value.

[illegible]

## EXHIBIT

"B"

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the then current replacement value of such property, and the manner of determining that value; and (e) the expiration date of the policy. Grantor shall upon request of Lender, obtain and provide to Lender a copy of each policy.

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedy to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage; and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against all lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable law, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; or (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Lien section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgage deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interest created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law, or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, a reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or any of the Related Documents.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Note or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Grantor's representation or statement in this Mortgage or any of the Related Documents that is knowingly or recklessly false.

**Death or Insolvency.** The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith deems itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse Instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified

"Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO IT  
TERMS.


THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

X   
MARK A ANDERSON (SEAL)

X   
KAREN N ANDERSON (SEAL)

Signed, acknowledged and delivered in the presence of:

X   
Witness

X \_\_\_\_\_  
Witness

Signed, acknowledged and delivered in the presence of:

X \_\_\_\_\_  
Witness

X \_\_\_\_\_  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:  
Shafter Road, DuBois, PA 15801

  
Attorney or Agent for Mortgagee


### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania )  
COUNTY OF Jefferson ) SS

On this, the 2nd day of March, 1999, before me Denise A. McGranor, the undersigned Notary Public, personally appeared MARK A ANDERSON and KAREN N ANDERSON, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal  
Denise A. McGranor, Notary Public  
Reynoldsville Boro, Jefferson County  
My Commission Expires Jan. 24, 2003

  
Notary Public in and for the State of PA

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

BEGINNING at a post on the Northwestern side of Church Street at the common corner of Lots No. 167 and 168 of the plot of lots of Knarr's first addition to said Borough of DuBois; thence Northwesternly along the dividing lines between Lots No. 167 and 168 aforesaid, 150 feet more or less to an alley; thence Southwest by said alley, 50 feet to corner of Lot No. 168 of said plot; thence Easterly by line of Lot No. 169, 150 feet more or less to line of Church Street; thence by line of Church Street, Northeasterly 50 feet to the place of beginning. BEING known as Lot No. 168 in H. S. Knarr's First Addition of lots to the Borough of DuBois. (436-438 Church Street)

BEING the same premises conveyed to Mark A. Anderson by deed of First Commonwealth Trust Company dated November 16, 1995, and recorded in Clearfield County Deed Book 1718, Page 416

EXHIBIT "B"

Date: November 9, 1999

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

*\* (Must be at least 30 point type)*

HOMEOWNER'S NAME(S): Mark & Karen Anderson

PROPERTY ADDRESS: 438 Church St, DuBois PA 15801

LOAN ACCT. NO.: 0112023-12612

ORIGINAL LENDER: Deposit 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

EXHIBIT

"C"

- 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: 438 Church St, Dubois PA 15801

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: July 1999 through November 1999 totalling \$2,280.02

Other charges (explain/itemize): Late fees of \$136.65

TOTAL AMOUNT PAST DUE: \$2,416.67

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

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**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 \$2,416.67, 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

654 PHILADELPHIA ST

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.)

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**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: Deposit Bank

Address: 654 Philadelphia St, Indiana PA 15701

Phone Number: (724) 463-2416

Fax Number: (724) 463-2581

Contact Person: Dennis Baldwin

**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

**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

Consult postmaster for fee.

3. Article Addressed to:

Mark & Karen Anderson  
RD 1 Box 510  
Dubois, PA 15801

4a. Article Number

Z 252 342 133

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X

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

PS Form 3811, December 1994 102595-08-8-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995

Z 252 342 133

US Postal Service Attn: Dennis Baldwin

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to

Mark & Karen Anderson

Street & Number

RD 1 Box 510

Post Office, State & Zip Code

Dubois, PA 15801

Postage

\$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees

\$

Postmark or Date

Fold at line over top of envelope to the right of the return address.

**CERTIFIED**

Z 252 342 133

**MAIL**

# FIRST COMMONWEALTH BANK

Head Office  
Philadelphia and Sixth Streets  
Office Box 400  
Harrisburg, Pennsylvania 17101-0400

Member FDIC

Z 252 342 133

PA 15801

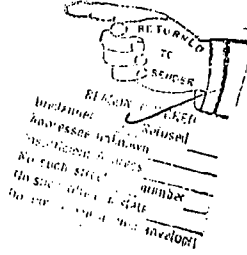
REV 12'99

3520

MAIL

7304417

U.S. POSTAGE



MARK & KAREN ANDERSON  
RD 1 BOX 510  
DUBOIS PA 15801

N.  
11-13-99

NAME  
1st Notice 11-13-99  
2nd Notice 11-28-99  
Return NOV 28 1999

the right of the return address

DEC 04 1999  
DUBOIS

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

## 7. Date of Delivery

## 5. Received By: (Print Name)

## 6. Signature: (Addressee or Agent)

X

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

Is your RETURN ADDRESS completed on the reverse side?

PS Form 3811, December 1994

102595-99-8-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

Date: November 9, 1999

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

LA NOTIFICACION EN ADJUNTO ES DE SUMA IMPORTANCIA, PUES AFECTA SU DERECHO A CONTINUAR VIVIENDO EN SU CASA. SI NO COMPRENDE EL CONTENIDO DE ESTA NOTIFICACION OBTENGA UNA TRADUCCION INMEDIATAMENTE 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): Occupant

PROPERTY ADDRESS: 436 Church St, Dubois PA 15801

LOAN ACCT. NO.: 0112023-12612

ORIGINAL LENDER: Deposit 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: 436 Church St, Dubois PA 15801

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: July 1999 through November 1999 totalling \$2,280.02  
Other charges (explain/itemize): Late fees of \$136.65

**TOTAL AMOUNT PAST DUE: \$2,416.67**

**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 \$2,416.67, 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**  
**654 PHILADELPHIA ST**  
**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.

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**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: Deposit Bank

Address: 654 Philadelphia St, Indiana PA 15701

Phone Number: (724) 463-2416

Fax Number: (724) 463-2581

Contact Person: Dennis Baldwin

**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

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):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Occupant  
436 Church St.  
Dubois, PA 15801

4a. Article Number  
Z 252 342 135

4b. Service Type

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

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)  
X

PS Form 3811, December 1994 102596-99-8-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995

US Postal Service Attn: Dennis Baldwin  
Receipt for Certified Mail  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to  
Occupant  
436 Church St.  
Post Office, State, & ZIP Code  
Dubois, PA 15801

Package \$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date & Addressee's Address

TOTAL Postage & Fees \$

Postmark or Date

Fold at line over top of envelope to the right of the return address

CERTIFIED

Z 252 342 135

MAIL

# FIRST COMMONWEALTH BANK

Member FDIC

4 Offices  
Philadelphia and Sixth Streets  
Office Box 400  
Philadelphia, Pennsylvania 15701-0400

2 252 342 135

MAIL

NOV 12 89

710441

320

U.S. POSTAGE

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES

OCCUPANT  
436 CHURCH ST  
DUBOIS PA 15801

Noted  
11-13-89  
ss

NAME  
1st Name  
2nd Name  
3rd Name  
4th Name  
5th Name  
6th Name  
7th Name  
8th Name  
9th Name  
10th Name

PS Form 3811, December 1994 102595-99-9-0229 Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

SENDER: Complete items 1 and/or 2 for additional services.  
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2. Attach this form to the front of the mailpiece, or on the back if space does not permit. The Return Receipt will show to whom the article was delivered and the date delivered.

3. Article Addressed to:  
Occupant  
436 Church St.  
Dubois, PA 15801

5. Received By: (Print Name)  
6. Signature: (Addressee or Agent)  
X

7. Date of Delivery  
8. Addressee's Address (Only if requested and fee is paid)  
9. Addressee's Address (Only if requested and fee is paid)

4a. Article Number  
Z 252 342 135

4b. Service Type  
Certified ☒  
Registered ☐  
Express Mail ☐  
Return Receipt for Merchandise ☐  
COD ☐  
Insured ☐

1. ☐ Addressed to Addressee's Address (for an extra fee)  
2. ☐ Restricted Delivery  
Consult postmaster for fee.

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

Thank you for using Return Receipt Service.

DUBOIS  
NOV 30 1989

Fold at line over top of envelope to the right of the return address

Date: November 9, 1999

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Occupant

PROPERTY ADDRESS: 438 Church St, Dubois PA 15801

LOAN ACCT. NO.: 0112023-12612

ORIGINAL LENDER: Deposit 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

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- 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.

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**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: 438 Church St, Dubois PA 15801

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: July 1999 through November 1999 totalling \$2,280.02  
Other charges (explain/itemize): Late fees of \$136.65

**TOTAL AMOUNT PAST DUE: \$2,416.67**

**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 \$2,416.67, 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**  
**654 PHILADELPHIA ST**  
**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: Deposit Bank

Address: 654 Philadelphia St, Indiana PA 15701

Phone Number: (724) 463-2416

Fax Number: (724) 463-2581

Contact Person: Dennis Baldwin

**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

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):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Occupant  
438 Church St.  
Dubois, PA 15801

4a. Article Number  
Z 252 342 132

4b. Service Type

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

7. Date of Delivery

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)  
X

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

PS Form 3811, December 1994 102595-98-8-C229 Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995

US Postal Service  
Receipt for Certified Mail  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Service

Occupant

Street & Number  
438 Church St.  
Post Office, State, & ZIP Code  
Dubois, PA 15801

Postage \$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees \$

Postmark or Date

Fold at line over top of envelope to the right of the return address

**CERTIFIED**

Z 252 342 132

**MAIL**

# FIRST COMMONWEALTH BANK

Central Offices  
Philadelphia and Sixth Streets  
Post Office Box 400  
Philadelphia, Pennsylvania 15701-0400

Member FDIC

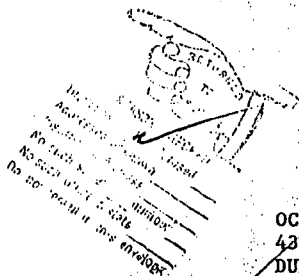
Z 252 342 132

NOV 12 1999

MAIL

3.20

U.S. POSTAGE



OCCUPANT  
438 CHURCH ST  
DUBOIS PA 15801

NOV 28 1999

the right of the return address

NOV 30 1999  
DUBOIS

<b>SENDER:</b> ■ 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. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: Occupant 438 Church St Dubois, PA 15801		4a. Article Number Z 252 342 132	
4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input checked="" type="checkbox"/> Return Receipt for Merchandise		<input checked="" type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD	
5. Received By: (Print Name) X		7. Date of Delivery NOV 12 1999	
6. Signature: (Addressee or Agent) X		8. Addressee's Address (Only if requested and fee is paid)	

PS Form 3811, December 1994

102595-99-5-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

**VERIFICATION**

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

  
David B. Hepler  
Vice President, Credit Administration  
First Commonwealth Bank formerly Deposit Bank

19 Oct 20 Document  
Reinstated/~~Reinstated~~ to Sheriff/Attorney  
for service. William A. Shaw  
Deputy Prothonotary

FILED

JUN 20 2000  
JUN 19 5 57 PM  
William A. Shaw  
Prothonotary

Atty Richardson  
Pd \$80.00

See Sheriff  
1 cc Atty Richardson

(2)

CHRISTOPHER J. RICHARDSON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK

731  
00-~~718~~-CD

VS

ANDERSON, MARK A.


COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW JUNE 30, 2000 AT 11:23 AM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON KAREN N. ANDERSON,  
DEFENDANT AT RESIDENCE, 502 1ST ST., DUBOIS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO KAREN ANDERSON A TRUE AND  
ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH/MORGILLO

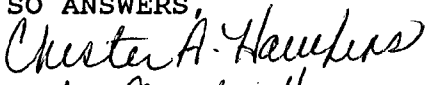
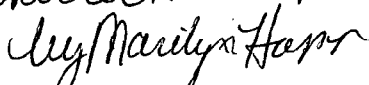
NOW JULY 6, 2000 AFTER DILIGENT SEARCH IN MY BAILIWICK I  
RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT  
FOUND" AS TO MARK A. ANDERSON, DEFENDANT. MOVED LEFT NO  
FORWARDING ADDRESS.

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


SWORN TO BEFORE ME THIS

11th DAY OF July 2000  
  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

SO ANSWERS

  
  
CHESTER A. HAWKINS  
SHERIFF

FILED

JUL 11 2000  
01:43 pm  
William A. Shaw  
Prothonotary  


**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
formerly DEPOSIT BANK,

Plaintiff,

vs.

MARK A. ANDERSON  
and KAREN N. ANDERSON,

Defendants.

CIVIL DIVISION

Case No. 00-731-00

**COMPLAINT IN MORTGAGE  
FORECLOSURE**

Filed on behalf of First Commonwealth  
Bank formerly Deposit Bank, Plaintiff

Counsel of record for this party:

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

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

436-438 Church Street  
Dubois, Pennsylvania 15801  
Lot #1-4-011-3158



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

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

**JUN 20 2000**

Attest:

  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
formerly DEPOSIT BANK,

Plaintiff,

vs.

MARK A. ANDERSON  
and KAREN N. ANDERSON,

Defendants.

)  
)  
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)  
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)  
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)

CIVIL DIVISION

Case No. \_\_\_\_\_

**IMPORTANT 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 claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

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

Lawyer Referral Service  
800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
formerly DEPOSIT BANK,

Plaintiff,

vs.

MARK A. ANDERSON  
and KAREN N. ANDERSON,

Defendants.

) CIVIL DIVISION  
)  
)  
) Case No. \_\_\_\_\_  
)  
)  
)  
)  
)  
)

**COMPLAINT IN MORTGAGE FORECLOSURE**

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

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

2. Defendants, Mark A. Anderson and Karen N. Anderson are adult individuals whose last known addresses are R.D. 1, Box 510, San Spur Road, Dubois, Pennsylvania 15801 and 1395 Treasure Lake, Dubois, Pennsylvania 15801.

3. On or about March 2, 1999, the Defendants executed a Promissory Note ("Note") whereby the Defendants promised to pay the Bank the principal amount of \$55,500.00, plus interest and other amounts as more particularly described therein. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The obligations evidenced by the Note are secured by a Mortgage dated March 2, 1999 ("Mortgage") given by Defendants to the Bank, granting the Bank a security interest in certain real properties located in the County of Clearfield, Pennsylvania, as more particularly

described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") at instrument number 199903257. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

5. The Defendants are in default of the provisions of the Note for failure to make payments when due.

6. The Defendants are the record and real owners of the Premises.

7. There has been no assignment, release or transfer of the Note or Mortgage (collectively the "Loan Documents").

8. On or about November 9, 1999, Notices were sent to Defendants in accordance with 35 P.S. § 1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 -- Act 91 of 1983) and 41 P.S. § 403 (Act 6 of 1974) that an action on said Mortgages may be commenced after 31 days from the date of the Notices. Said Notices further advised Defendants of Defendants' rights and obligations in accordance with the Acts. A copy of the Notices are attached hereto as Exhibit "C", collectively, and incorporated herein.

9. The amount due to Bank under the Loan Documents as of May 23, 2000 is as follows:

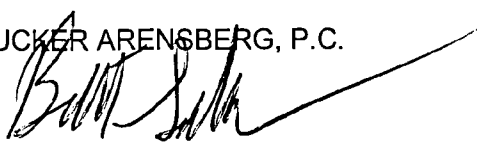
Principal .....	\$54,845.37
Interest through May 23, 2000.....	4,139.14
(interest accruing thereafter at \$15.3597 per day)	
Late Fees .....	136.65
Costs.....	to be added
Attorneys' Fees (to extent actually incurred).....	<u>to be added</u>
TOTAL .....	\$ 59,121.16

10. The total amount due to Bank under the Loan Documents as of May 23, 2000 was Fifty Nine Thousand One Hundred Twenty One and 16/100 Dollars (\$59,121.16) plus interest accruing from May 23, 2000, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Fifty Nine Thousand One Hundred Twenty One and 16/100 Dollars (\$59,121.16), plus continuing interest at the contract rate, late charges, reasonable attorneys' fees as authorized by the Loan Documents and costs of foreclosure and sale of the Mortgaged Premises.

TUCKER ARENSBERG, P.C.

By:



---

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

Attorneys for First Commonwealth Bank  
formerly Deposit Bank, Plaintiff

BF 128250.1  
011555-025006

12612

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

**Lender:** Deposit Bank, a division of First Commonwealth Bank  
Mail Office  
Shaffer Road  
DuBois, PA 15801

**Date of Note:** March 2, 1999

**YEAR 2000 PROVISIONS.** The Year 2000 Problem has not resulted in, and will not result in a material adverse change in the financial condition, results of operations or prospects of the Borrower, and has not and will not result in a default under the Agreement. The Borrower shall, from time to time, with reasonable frequency, duly and punctually pay or perform any of its obligations owed to the Lender. From time to time, with reasonable frequency, the Borrower shall deliver to the Lender a written report as to its compliance efforts in connection with the Year 2000 Problem.

"A"

Including without limitation as to dates on and after December 31, 1999, such that no material adverse change to the Borrower's business, properties, assets, financial condition, results of operations or prospects will result. For purposes of this provision, "Year 2000 Problem" means the risk that computer applications used by or for the benefit of the Borrower may be unable to recognize or properly perform date-sensitive functions involving certain dates prior to, and any date after, December 31, 1999.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. If any portion of this Note is for any reason determined to be unenforceable, it will not affect the enforceability of any other provisions of this Note.

**CONFESSION OF JUDGMENT.** Borrower hereby irrevocably authorizes and empowers any attorney or the Prothonotary or Clerk of any Court in the Commonwealth of Pennsylvania, or elsewhere, to appear at any time for Borrower and, with or without complaint filed, as of any term, confess or enter judgment against Borrower for the entire principal balance of this Note and all accrued interest, together with costs of suit, and an attorney's commission of ten percent (10%) of the unpaid principal balance and accrued interest for collection, but in any event not less than Five Hundred Dollars (\$500); and for so doing, this Note or a copy of this Note verified by affidavit shall be sufficient warrant. The authority granted in this Note to confess judgment against Borrower shall not be exhausted by any exercise of that authority, but shall continue from time to time and at all times until payment in full of all amounts due under this Note.

**PRIOR TO SIGNING THIS NOTE, EACH BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. EACH BORROWER AGREES TO THE TERMS OF THE NOTE AND ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THE NOTE.**

THIS NOTE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

BORROWER:

X  (SEAL)  
MARK A ANDERSON

X  (SEAL)  
KAREN N ANDERSON

# DISCLOSURE FOR CONFESSION OF JUDGMENT

Principal \$55,500.00	Loan Date 03-02-1999	Maturity 03-02-2014	Loan No 1200612	Call	Collateral 18	Account 0112023	Officer LJK	Initials
--------------------------	-------------------------	------------------------	--------------------	------	------------------	--------------------	----------------	----------

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: MARK A ANDERSON (SSN: 165-58-0559)  
KAREN N ANDERSON (SSN: 211-48-3899)  
RD1 BOX 510  
DUBOIS, PA 15801

Lender: Deposit Bank, a division of First Commonwealth Bank  
Mail Office  
Shaffer Road  
DuBois, PA 15801

## DISCLOSURE FOR CONFESSION OF JUDGMENT

I AM EXECUTING, THIS 2nd DAY OF MARCH, 19 99, A PROMISSORY NOTE FOR \$55,500.00 OBLIGATING ME TO REPAY THAT AMOUNT.

A REPRESENTATIVE OF DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK HAS EXPLAINED TO ME THAT THE NOTE CONTAINS WORDING THAT WOULD PERMIT DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK TO ENTER JUDGMENT AGAINST ME IN COURT, WITHOUT ADVANCE NOTICE TO ME AND WITHOUT OFFERING ME AN OPPORTUNITY TO DEFEND AGAINST THE ENTRY OF JUDGMENT, AND THAT THE JUDGMENT MAY BE COLLECTED IMMEDIATELY BY ANY LEGAL MEANS.

INITIALS: MA IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND TO A HEARING TO CONTEST THE VALIDITY OF ANY JUDGMENT OR OTHER CLAIMS THAT LENDER MAY ASSERT AGAINST ME UNDER THE NOTE, I AM KNOWINGLY, INTELLIGENTLY, AND VOLUNTARILY WAIVING THESE RIGHTS, INCLUDING ANY RIGHT TO ADVANCE NOTICE OF THE ENTRY OF JUDGMENT, AND I EXPRESSLY AGREE AND CONSENT TO LENDER'S ENTERING JUDGMENT AGAINST ME BY CONFESSION AS PROVIDED FOR IN THE CONFESSION OF JUDGMENT PROVISION. INITIALS: \_\_\_\_\_

B. I FURTHER UNDERSTAND THAT IN ADDITION TO GIVING LENDER THE RIGHT TO ENTER JUDGMENT AGAINST ME WITHOUT ADVANCE NOTICE OR A HEARING, THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE ALSO CONTAINS LANGUAGE THAT WOULD PERMIT LENDER, AFTER ENTRY OF JUDGMENT, TO EXECUTE ON THE JUDGMENT BY FORECLOSING UPON, ATTACHING LEVYING ON, TAKING POSSESSION OF OR OTHERWISE SEIZING MY PROPERTY, IN FULL OR PARTIAL PAYMENT OF THE JUDGMENT HOWEVER, LENDER MUST PROVIDE NOTICE TO ME UNDER APPLICABLE LAW IN EXECUTING ANY CONFESSIONED JUDGMENT. IN EXECUTING THE NOTE, BEING FULLY AWARE OF MY RIGHTS TO ADVANCE NOTICE AND A HEARING AFTER JUDGMENT IS ENTERED AND BEFORE EXECUTION ON THE JUDGMENT, I AM KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVING THESE RIGHTS, AND EXPRESSLY AGREE AND CONSENT TO LENDER'S EXECUTING ON THE JUDGMENT, IN ANY MANNER PERMITTED BY APPLICABLE STATE AND FEDERAL LAW. INITIALS: MA

C. AFTER HAVING READ AND DETERMINED WHICH OF THE FOLLOWING STATEMENTS ARE APPLICABLE, AND BY PLACING MY INITIALS NEXT TO EACH STATEMENT WHICH APPLIES, I REPRESENT THAT:

INITIALS

- X 1. I WAS REPRESENTED BY MY OWN INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NOTE.
- \_\_\_\_\_ 2. A REPRESENTATIVE OF LENDER SPECIFICALLY CALLED THE CONFESSION OF JUDGMENT PROVISION IN THE NOTE TO MY ATTENTION.

D. I CERTIFY THAT MY ANNUAL INCOME EXCEEDS \$10,000; THAT THE BLANKS IN THIS DISCLOSURE WERE FILLED IN WHEN I INITIALED AND SIGNED IT; AND THAT I RECEIVED A COPY AT THE TIME OF SIGNING.

THIS DISCLOSURE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

AFFIANT:

X MA (SEAL)  
MARK A ANDERSON

TOTAL

[illegible]

"B"

and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the properties. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any improvements from the Real Property without the prior written consent of Lender. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Pennsylvania law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance for the full unpaid principal balance of the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$5,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Grantor's Report on Insurance.** Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (a) the name of the insurer; (b) the risks insured; (c) the amount of the policy; (d) the property insured, the

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedy to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had. Grantor's obligation to Lender for all such expenses shall survive the entry of any mortgage foreclosure judgment.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against all lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable law, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and to whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Lien section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, re-recorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgage deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, a reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** Failure of Grantor to make any payment when due on the indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to affect discharge of any lien.

**Compliance Default.** Failure of Grantor to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or any of the Related Documents.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay its Note or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**Death or Insolvency.** The death of Grantor or the dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

**Foreclosure, Forfeiture, etc.** Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

**Adverse Change.** A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

**Insecurity.** Lender in good faith deems itself insecure.

**Right to Cure.** If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Collect Rents.** Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Possession of the Property.** For the purpose of procuring possession of the Property, Grantor hereby authorizes and empowers any attorney of any court of record in the Commonwealth of Pennsylvania or elsewhere, as attorney for Lender and all persons claiming under or through Lender, to sign an agreement for entering in any competent court an amicable action in ejectment for possession of the Property and to appear for and confess judgment against Grantor, and against all persons claiming under or through Grantor, for the recovery by Lender of possession of the Property, without any stay of execution, for which this Mortgage, or a copy of this Mortgage verified by affidavit, shall be a sufficient warrant; and thereupon a writ of possession may be issued forthwith, without any prior writ or proceeding whatsoever.

**Nonjudicial Sale.** If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

**Deficiency Judgment.** Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile (unless otherwise required by law), and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

"Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Applicable Law.** This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. This Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Multiple Parties.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time Is of the Essence.** Time is of the essence in the performance of this Mortgage.


**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent in subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO IT  
TERMS.

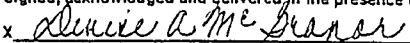
THIS MORTGAGE HAS BEEN SIGNED AND SEALED BY THE UNDERSIGNED.

GRANTOR:

X   
MARK A ANDERSON (SEAL)

X   
KAREN N ANDERSON (SEAL)

Signed, acknowledged and delivered in the presence of:

X   
Witness

X \_\_\_\_\_  
Witness

Signed, acknowledged and delivered in the presence of:

X \_\_\_\_\_  
Witness

X \_\_\_\_\_  
Witness

### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:  
Shaffer Road, DuBois, PA 15801

  
Attorney or Agent for Mortgagees

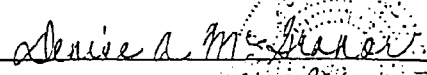
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania  
COUNTY OF Jefferson ) SS

On this, the 2nd day of March, 1999, before me DENISE A. MCGRANOR, the undersigned Notary Public, personally appeared MARK A ANDERSON and KAREN N ANDERSON, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notarial Seal  
Denise A. McGranor, Notary Public  
Raynoldsville Boro, Jefferson County  
My Commission Expires Jan. 24, 2003

  
Notary Public In and for the State of PA

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

BEGINNING at a post on the Northwestern side of Church Street at the common corner of Lots No. 167 and 168 of the plot of lots of Knarr's first addition to said Borough of DuBois; thence Northwesternly along the dividing lines between Lots No. 167 and 168 aforesaid, 150 feet more or less to an alley; thence Southwest by said alley, 50 feet to corner of Lot No. 168 of said plot; thence Easterly by line of Lot No. 169, 150 feet more or less to line of Church Street; thence by line of Church Street, Northeasterly 50 feet to the place of beginning. BEING known as Lot No. 168 in H. S. Knarr's First Addition of lots to the Borough of DuBois. (436-438 Church Street)

BEING the same premises conveyed to Mark A. Anderson by deed of First Commonwealth Trust Company dated November 16, 1995, and recorded in Clearfield County Deed Book 1718, Page 416

EXHIBIT "A"

Date: November 9, 1999

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

*\*(Must be at least 30 point type)*

HOMEOWNER'S NAME(S): Mark & Karen Anderson

PROPERTY ADDRESS: 438 Church St, DuBois PA 15801

LOAN ACCT. NO.: 0112023-12612

ORIGINAL LENDER: Deposit 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 MORT

EXHIBIT

tabbles

"C"

- 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: 438 Church St. Dubois PA 15801

**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: July 1999 through November 1999 totalling \$2,280.02

Other charges (explain/itemize): Late fees of \$136.65

TOTAL AMOUNT PAST DUE: \$2,416.67

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 \$2,416.67, 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

654 PHILADELPHIA ST

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.)

---

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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: Deposit Bank

Address: 654 Philadelphia St, Indiana PA 15701

Phone Number: (724) 463-2416

Fax Number: (724) 463-2581

Contact Person: Dennis Baldwin

**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

**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  
Consult postmaster for fee.

3. Article Addressed to:  
Mark & Karen Anderson  
RD 1 Box 510  
Dubois, PA 15801

4a. Article Number  
Z 252 342 133

4b. Service Type  
☐ Registered ☒ Certified  
☐ Express Mail ☐ Insured  
☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

8. Signature: (Addressee or Agent)  
X

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

PS Form 3811, December 1994 102505-08-B-0229 Domestic Return Receipt

PS Form 3800, April 1995

US Postal Service Attn: Dennis Baldwin  
Receipt for Certified Mail  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Z 252 342 133

**CERTIFIED**

Fold at line over top of envelope to the right of the return address

MAIL

Send to	Mark & Karen Anderson
Street & Number	RD 1 Box 510
Post Office, State & Zip Code	Dubois, PA 15801
Postage	\$
Certified Fee	
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$
Postmark or Date	

# FIRST COMMONWEALTH BANK

Member FDIC

Head Office  
Philadelphia and Sixth Streets  
Office Box 400  
Philadelphia, Pennsylvania 19101-0400

Z 252 342 133

NOV 12 1999

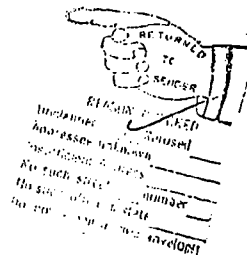
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MAIL

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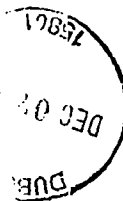
U.S. POSTAGE



MARK & KAREN ANDERSON  
RD 1 BOX 510  
DUBOIS PA 15801

N.  
11.13.99

NAME  
1st Notice 11-13-99  
2nd Notice 11-28-99  
Notice NOV 28 1999



<b>SENDER:</b> ■ 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. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: Mark & Karen Anderson RD 1 Box 510 Dubois, PA 15801		4a. Article Number Z 252 342 133	
5. Received By: (Print Name)  		4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
6. Signature: (Addressee or Agent) X		7. Date of Delivery  	
8. Addressee's Address (Only if requested and fee is paid)		9. Date of Delivery	

PS Form 3811, December 1994

102595-90-8-0229

Domestic Return Receipt

Thank you for using Return Receipt Service.

Date: November 9, 1999

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Occupant

PROPERTY ADDRESS: 436 Church St, Dubois PA 15801

LOAN ACCT. NO.: 0112023-12612

ORIGINAL LENDER: Deposit 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.

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**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.

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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: 436 Church St, Dubois PA 15801

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: July 1999 through November 1999 totalling \$2,280.02

Other charges (explain/itemize): Late fees of \$136.65

TOTAL AMOUNT PAST DUE: \$2,416.67

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

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**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 \$2,416.67 . 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:

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INDIANA PA 15701

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**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:**

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Address: 654 Philadelphia St, Indiana PA 15701

Phone Number: (724) 463-2416

Fax Number: (724) 463-2581

Contact Person: Dennis Baldwin

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**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

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):

- ☐ Addressee's Address
- ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Occupant  
436 Church St.  
Dubois, PA 15801

4a. Article Number

Z 252 342 135

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X

PS Form 3811, December 1994 102596-98-B-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

PS Form 3800, April 1995

US Postal Service Attn: Dennis Baldwin  
Receipt for Certified Mail  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Sent to

Occupant

Street & Number

436 Church St.

Post Office, State, & ZIP Code

Dubois, PA 15801

Postage

\$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date & Addressee's Address

TOTAL Postage & Fees

\$

Postmark or Date

Fold at line over top of envelope to the right of the return address

**CERTIFIED**

Z 252 342 135

**MAIL**

# FIRST COMMONWEALTH BANK

Member FDIC

at Offices  
 14th and Sixth Streets  
 Office Box 400  
 Allentown, Pennsylvania 18101-0400

252 342 135

NOV 12 1989

NOV 12 1989

320

MAIL

7304617

U.S. POSTAGE

NOV 12 1989  
 11-13-89  
 11-13-89

OCCUPANT  
 436 CHURCH ST  
 DUBOIS PA 15801

Noted  
 11-13-89  
 ss

NAME  
 11-13-89  
 11-13-89

PS Form 3811, December 1984

10200-08-0-0229 Domestic Return Receipt

3. Article Addressed to:

Occupant  
 436 Church St  
 Dubois, PA 15801

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

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

7. Date of Delivery

4b. Service Type

4a. Article Number

2. ☐ Restricted Delivery

1. ☐ Addressee's Address

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

Consult postmaster for fee.

Thank you for using Return Receipt Service.

DUBOIS  
 NOV 30 1989  
 7580

Fold at line over top of envelope to the right of the return address

Date: November 9, 1999

# ACT 91 NOTICE

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Occupant

PROPERTY ADDRESS: 438 Church St, Dubois PA 15801

LOAN ACCT. NO.: 0112023-12612

ORIGINAL LENDER: Deposit 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: 438 Church St, Dubois PA 15801

**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: July 1999 through November 1999 totalling \$2,280.02

Other charges (explain/itemize): Late fees of \$136.65

TOTAL AMOUNT PAST DUE: \$2,416.67

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 \$2,416.67, 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

654 PHILADELPHIA ST

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: Deposit Bank

Address: 654 Philadelphia St, Indiana PA 15701

Phone Number: (724) 463-2416

Fax Number: (724) 463-2581

Contact Person: Dennis Baldwin

**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

**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

Consult postmaster for fee.

3. Article Addressed to:

Occupant  
438 Church St.  
Dubois, PA 15801

4a. Article Number  
Z 252 342 132

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☒ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

5. Received By: (Print Name)

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

6. Signature: (Addressee or Agent)

X

PS Form 3811, December 1994 102595-06-B-0229 Domestic Return Receipt

PS Form 3800, April 1995

US Postal Service John Dennis Baldwin  
Receipt for Certified Mail  
No Insurance Coverage Provided.  
Do not use for International Mail (See reverse)

Send to

Street & Number  
438 Church St.  
Post Office, State, & ZIP Code  
Dubois, PA 15801

Postage \$

Certified Fee

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered

Return Receipt Showing to Whom, Date & Addressee's Address

TOTAL Postage & Fees \$

Postmark or Date

Fold at line overlap of envelope to the right of the return address

**CERTIFIED**

Z 252 342 132

**MAIL**

# FIRST COMMONWEALTH BANK

Central Offices  
Philadelphia and Sixth Streets  
Post Office Box 400  
Allentown, Pennsylvania 18101-0400

Member FDIC

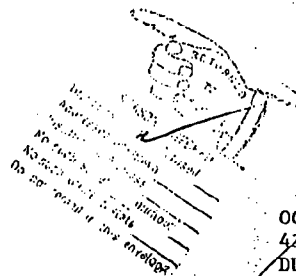
Z 252 342 132

NOV 12 1999

MAIL

3.20

U.S. POSTAGE



OCCUPANT  
438 CHURCH ST  
DUBOIS PA 15801

*Noted  
11-13-99  
PS*

NOV 28 1999

the right of the return address

NOV 08 1999  
DUBOIS

<b>SENDER:</b> ■ 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. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: Occupant 438 Church St Dubois, PA 15801		4a. Article Number Z 252 342 132	
5. Received By: (Print Name)  6. Signature: (Addressee or Agent) X		4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD 7. Date of Delivery  8. Addressee's Address (Only if requested and fee is paid)	

PS Form 3811, December 1994 102595-98-8-0229 Domestic Return Receipt

Thank you for using Return Receipt Service.

VERIFICATION

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

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

David B. Hepler  
Vice President, Credit Administration  
First Commonwealth Bank formerly Deposit Bank

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

Sheriff Docket # 9722

FIRST COMMONWEALTH BANK

00-731-CD

VS.

ANDERSON, MARK A.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW OCTOBER 30, 2000 AT 2:04 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON MARK A. ANDERSON, DEFENDANT AT RESIDENCE, 1395 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO MARK ANDERSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.


SERVED BY: COUDRIET

**Return Costs**

Cost	Description
------	-------------

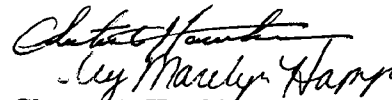
19.21	SHFF. HAWKINS PAID BY: ATTY.
-------	------------------------------

Sworn to Before Me This

3rd Day Of November 2000  


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

So Answers,

  
Chester A. Hawkins  
Sheriff

FILED  
NOV 03 2000  
10/3/24  
WILLIAM A. SHAW  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
f/k/a DEPOSIT BANK

Plaintiff,

vs.

MARK A. ANDERSON  
and KAREN M. ANDERSON

Defendant.

CIVIL DIVISION

No. 00-731 CD

PRAECIPE TO REINSTATE COMPLAINT  
AS TO MARK A. ANDERSON

Filed on behalf of Plaintiff,  
FIRST COMMONWEALTH BANK

Counsel of record for Plaintiff:

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

~~FILED~~  
~~OCT 02 2000~~  
~~William A. Shaw~~  
~~Prothonotary~~

BF135819.1  
11-20784

FILED  
OCT 19 2000  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
f/k/a DEPOSIT BANK

Plaintiff,

vs.

MARK A. ANDERSON  
and KAREN M. ANDERSON

Defendants.

CIVIL DIVISION

No. 00-731 CD

PRAECIPE TO REINSTATE COMPLAINT AS TO MARK A. ANDERSON

TO: PROTHONOTARY

Please reinstate the complaint in the above-captioned matter as to Mark A. Anderson.

TUCKER ARENSBERG, P.C.



Christopher J. Richardson, Esquire  
Pa. I.D. #44841  
1500 One PPG Place  
Pittsburgh, PA 15222  
Telephone: (412) 566-1212

10:20:00 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*[Signature]*  
Deputy Prothonotary

~~FILED~~  
~~OCT 19 2000~~  
~~William A. Shaw~~  
~~Prothonotary~~

FILED

OCT 19 2000  
William A. Shaw  
Prothonotary

Comp. Reinstated  
to Sheriff  
for

PD 7.00

8:19:00 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
*[Signature]*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
f/k/a DEPOSIT BANK

CIVIL DIVISION,

Plaintiff,

No. 00-731 CD

vs.

MARK A. ANDERSON and  
KAREN N. ANDERSON

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE  
AS TO MARK A. ANDERSON ONLY

Defendants.

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

Counsel of record for this party:

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

**FILED**

MAR 29 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK	)	CIVIL DIVISION,
Successor in Interest to DEPOSIT BANK	)	
	)	
Plaintiff,	)	No. 00-731 CD
vs.	)	
	)	
MARK A. ANDERSON and,	)	
KAREN N. ANDERSON,	)	
	)	
Defendants.	)	

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**  
**AS TO MARK A. ANDERSON ONLY**


TO: Prothonotary

Kindly enter Judgment against the defendant above named in default of an Answer, in the amount of \$86,096.39 plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 82,638.43
Interest from 5/23/00 to 10/31/00 @ 4.9435/diem on \$21,571.50 (Count 1)	\$ 795.03
Interest from 5/23/00 to 10/31/00 @ 15.3597/diem on \$54,845.37 (Count 2)	\$ 2,472.91
Late Charges from 5/23/00 to 10/31/00 @ 5% of the regular monthly payment or \$10.67 per month on Count 1	\$ 53.36
Late Charges from 5/23/00 to 10/31/00 @ 5% of the regular monthly payment or \$27.33 per month on Count 2	\$ 136.66
<b>TOTAL</b>	<b>\$ 86,096.39</b>

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

TUCKER ARENSBERG, P.C.

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

Plaintiff : PNC BANK, N.A.; c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pgh., PA 15222  
Defendant: MARK A. ANDERSON, 1395 Treasure Lake, Dubois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK	)	CIVIL DIVISION,
Successor in Interest to DEPOSIT BANK	)	
	)	
Plaintiff,	)	No. 00-731 CD
vs.	)	
	)	
MARK A. ANDERSON and,	)	
KAREN N. ANDERSON	)	
	)	
Defendants.	)	

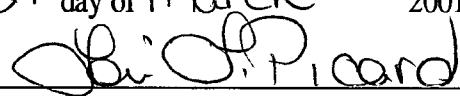
**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA	)	
	)	SS:
COUNTY OF ALLEGHENY	)	

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

  
\_\_\_\_\_  
Christopher J. Richardson

Sworn to and subscribed before me this

27<sup>th</sup> day of March 2001.  
  
\_\_\_\_\_  
Notary Public

Notarial Seal  
Lori L. Picard, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires June 16, 2003  
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
Formerly DEPOSIT BANK

Plaintiff

vs.

MARK A. ANDERSON and  
KAREN N. ANDERSON

Defendant.

CIVIL DIVISION

Case No. 00-731 CD

TO: MARK A. ANDERSON  
1395 Treasure Lake  
Dubois, PA 15801

DATE OF NOTICE: November 22, 2000

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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


TUCKER ARENSBERG, P.C.

  
\_\_\_\_\_  
Christopher J. Richardson, Esquire  
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, MARK A. ANDERSON, by depositing thereof in the United States mail, first class postage prepaid, on the 31<sup>st</sup> day of October, 2000, at the following address:

Mark A. Anderson  
1395 Treasure Lake  
Dubois, PA 15801

  
\_\_\_\_\_  
Christopher J. Richardson, Esquire

**FILED**

MAR 29 2001  
011130 / Atty Richardson  
William A. Shaw  
Prothonotary

Atty Richardson  
Pd. \$20.00  
not to Day  
Statement to Atty Richardson

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
Successor in Interest to DEPOSIT BANK

Plaintiff,

vs.

MARK A. ANDERSON and,  
KAREN N. ANDERSON  
Defendants.

) CIVIL DIVISION,  
)  
)  
) No. 00-731 CD  
)  
)  
)  
)  
)  
)

NOTICE OF JUDGMENT

To: Mark A. Anderson  
1395 Treasure Lake  
Dubois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on March 29, 2001, in the amount of \$86,096.39, plus continuing interest at the contract rate together with costs, late charges, and attorneys fees.

\_\_\_\_\_  
Prothonotary

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

COPY

Deposit Bank  
Plaintiff(s)

No.: 2000-00731-CD

Real Debt: \$86,096.39

Atty's Comm:

Vs.

Costs: \$

Int. From:

Mark A. Anderson  
Karen N. Anderson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment- Mark Anderson  
only

Date of Entry: March 29, 2001

Expires: March 29, 2006

Certified from the record this 29th of March, 2001

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
f/k/a DEPOSIT BANK

CIVIL DIVISION,

Plaintiff,

No. 00-731 CD

vs.

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE  
AS TO KAREN N. ANDERSON ONLY

<sup>63</sup> MARK A. ANDERSON and  
<sup>63</sup> KAREN N. ANDERSON

Defendants.

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

Counsel of record for this party:

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

**FILED**

NOV 14 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
Successor in Interest to DEPOSIT BANK

Plaintiff,

vs.

MARK A. ANDERSON and,  
KAREN N. ANDERSON,

Defendants.

CIVIL DIVISION,

No. 00-731 CD

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**  
**AS TO KAREN N. ANDERSON ONLY**


TO: Prothonotary

Kindly enter Judgment against the defendant above named in default of an Answer, in the amount of \$86,096.39 plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 82,638.43
Interest from 5/23/00 to 10/31/00 @ 4.9435/diem on \$21,571.50 (Count 1)	\$ 795.03
Interest from 5/23/00 to 10/31/00 @ 15.3597/diem on \$54,845.37 (Count 2)	\$ 2,472.91
Late Charges from 5/23/00 to 10/31/00 @ 5% of the regular monthly payment or \$10.67 per month on Count 1	\$ 53.36
Late Charges from 5/23/00 to 10/31/00 @ 5% of the regular monthly payment or \$27.33 per month on Count 2	\$ <u>136.66</u>
<b>TOTAL</b>	<b>\$ 86,096.39</b>

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

TUCKER ARENSBERG, P.C.

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

Plaintiff : PNC BANK, N.A.; c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pgh., PA 15222  
Defendant: KAREN N. ANDERSON, 501 First Street, Dubois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK	)	CIVIL DIVISION,
Successor in Interest to DEPOSIT BANK	)	
	)	
Plaintiff,	)	No. 00-731 CD
vs.	)	
	)	
MARK A. ANDERSON and,	)	
KAREN N. ANDERSON	)	
	)	
Defendants.	)	

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA	)	
	)	SS:
COUNTY OF ALLEGHENY	)	

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

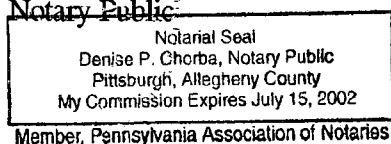
  
\_\_\_\_\_  
Christopher J. Richardson

Sworn to and subscribed before me this

3rd day of November 2000.



Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK	)	CIVIL DIVISION
Formerly DEPOSIT BANK	)	
	)	
Plaintiff	)	Case No. 00-731 CD
vs.	)	
	)	
MARK A. ANDERSON and	)	
KAREN N. ANDERSON	)	
	)	
Defendant.	)	

TO: KAREN N. ANDERSON  
502 1<sup>st</sup> Street  
Dubois, PA 15801

DATE OF NOTICE: October 17, 2000

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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

TUCKER ARENSBERG, P.C.

C.J. Richardson (MJA)

Christopher J. Richardson, Esquire  
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, KAREN N. ANDERSON, by depositing thereof in the United States mail, first class postage prepaid, on the 17<sup>th</sup> day of October, 2000, at the following address:

KAREN N. ANDERSON  
502 1<sup>st</sup> Street  
Dubois, PA 15801

C.J. Richardson (WJA)  
Christopher J. Richardson, Esquire

FILED

NOV 14 2000

M/9/29/00  
William A. Shaw  
Prothonotary

Richardson

102 000.00

\$

Not to Ogs: M. Anderson  
K. Anderson

Statement to Atty Richardson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
Successor in Interest to DEPOSIT BANK

Plaintiff,

vs.

MARK A. ANDERSON and,  
KAREN N. ANDERSON  
Defendants.

CIVIL DIVISION,

No. 00-731 CD

COPY

NOTICE OF JUDGMENT

To: Karen N. Anderson  
501 First Street  
Dubois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on 14th  
November 2000, in the amount of \$86,096.39, plus continuing interest at the contract rate together with  
costs, late charges, and attorneys fees.

\_\_\_\_\_  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
Successor in Interest to DEPOSIT BANK

Plaintiff,

vs.

MARK A. ANDERSON and,  
KAREN N. ANDERSON,

Defendants.

CIVIL DIVISION,

No. 00-731 CD

**PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE**  
**AS TO KAREN N. ANDERSON ONLY**


TO: Prothonotary

Kindly enter Judgment against the defendant above named in default of an Answer, in the amount of \$86,096.39 plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 82,638.43
Interest from 5/23/00 to 10/31/00 @ 4.9435/diem on \$21,571.50 (Count 1)	\$ 795.03
Interest from 5/23/00 to 10/31/00 @ 15.3597/diem on \$54,845.37 (Count 2)	\$ 2,472.91
Late Charges from 5/23/00 to 10/31/00 @ 5 % of the regular monthly payment or \$10.67 per month on Count 1	\$ 53.36
Late Charges from 5/23/00 to 10/31/00 @ 5 % of the regular monthly payment or \$27.33 per month on Count 2	\$ 136.66
<b>TOTAL</b>	<b>\$ 86,096.39</b>

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

TUCKER ARENSBERG, P.C.

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

Plaintiff : PNC BANK, N.A.; c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pgh., PA 15222  
Defendant: KAREN N. ANDERSON, 501 First Street, Dubois, PA 15801

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

COPY

First Commonwealth Bank  
Plaintiff(s)

Docket: 2000-731-CD

No.: 2000-00731-CD

Real Debt: \$\$82,638.43

Atty's Comm:

Vs.

Costs: \$

Int. From:

Mark A. Anderson  
Karen N. Anderson  
Defendant(s)

Entry: \$20.00

Instrument:

Date of Entry: November 14, 2000

Expires: November 14, 2005

Certified from the record this November 14, 2000

\_\_\_\_\_  
William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

\_\_\_\_\_  
Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK ,  
F/k/a to DEPOSIT BANK

CIVIL DIVISION

Plaintiff,

No. 00-731-CD

vs.

PRAECIPE FOR WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

MARK A. ANDERSON, and  
KAREN N. ANDERSON

Defendants.

Filed on behalf of plaintiff,  
FIRST COMMONWEALTH BANK

Counsel of record for Plaintiff:

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

CERTIFICATE OF ADDRESS:

436-438 Church Street  
4th Ward, City of Dubois  
Tax Parcel No. 7-4-001-3158

**FILED**

MAR 29 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK ,	)	
f/k/a to DEPOSIT BANK	)	CIVIL DIVISION
	)	
Plaintiff,	)	No. 00-731-CD
	)	
vs.	)	
	)	
MARK A. ANDERSON, and	)	
KAREN N. ANDERSON	)	
	)	
Defendants.	)	


**PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE**

TO: Prothonotary of Clearfield County:

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

Judgment Amount	\$86,096.39
Interest from 10/31/00 through 6/1/01 @ 4.9435 per diem (Count 1)	\$ 1,052.97
Interest from 10/31/00 through 6/1/01 @ 15.3597 per diem (Count 2)	\$ 3,271.61
Late Charges @\$10.67 per month through 6/1/00 (Count 1)	\$ 86.88
Late Charges @\$27.33 per month through 6/1/00 (Count 2)	\$ 218.64
Foreclosure fees	<u>\$ 1,250.00</u>
Sub-Total	\$91,976.49
Costs (to be added by the prothonotary)	\$
Total	\$

TUCKER ARENSBERG, P.C.

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


COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

)  
)  
)

SS:

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

  
\_\_\_\_\_  
Christopher J. Richardson

Sworn to and subscribed before me this

20<sup>th</sup> day of March 2001.



\_\_\_\_\_  
Notary Public

Notarial Seal  
Lori L. Picard, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires June 16, 2003  
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK ,  
F/k/a to DEPOSIT BANK

CIVIL DIVISION

Plaintiff,  
vs.

No. 00-731-CD

MARK A. ANDERSON, and  
KAREN N. ANDERSON

Defendants.

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

**LEGAL DESCRIPTION OF REAL ESTATE**

ALL that certain piece or parcel of land situate in the 4th Ward, City of Dubois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a post on the Northwesterly side of Church Street at the common corner of Lots No. 167 and 168 of the plot of lots of Knarr's first addition to said Borough of Dubois (now City); thence Northwesterly along the dividing lines between Lots No. 167 and 168 aforesaid, 150 feet, more or less, to an alley; thence Southwest by said alley, 50 feet to corner of Lot No. 169, 150 feet, more or less, to line of Church Street; thence by line of Church Street, Northeasterly 50 feet to place of beginning.

BEING known as Lot No. 168 in H.S. Knarr's First Addition of lots to the Borough of Dubois (now City).

BEING the same premise conveyed to MARK A. ANDERSON and KAREN N. ANDERSON, by deed of First Commonwealth Trust Company, Administrator D.B.N.C.T.A. and Successor Trustee, for the Estate of Harvey L. Yoas, dated November 16, 1995, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 1718, page 416.

HAVING erected thereon a dwelling known as 436-438 Church Street

DESIGNATED Tax Parcel No. 7-4-001-3158

  
\_\_\_\_\_  
Christopher J. Richardson

FILED

MAR 29 2001  
013 04 Cath. Richardson  
William A. Shaw  
Prothonotary

pd \$20.00  
LeWite Shaw

**WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**

**P.R.C.P. 3180 TO 3183 AND RULE 3257**

FIRST COMMONWEALTH BANK  
f/k/a DEPOSIT BANK

Plaintiff,

vs.

MARK A. ANDERSON and,  
KAREN N. ANDERSON,

Defendants.

CIVIL DIVISION,

No. 00-731 CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

COPY

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

**ALL that certain piece or parcel of land situate in the 4th Ward, City of Dubois, Clearfield County, Pennsylvania, more fully described at Deed Book Volume 1718, Page 416**

**BEING known as Lot No. 168 in H.S. Knarr's First Addition of lots to the Borough of Dubois (now City).**

**HAVING erected thereon a dwelling known as 436-438 Church Street**

**DESIGNATED Tax Parcel No. 7-4-001-3158**

Costs:	\$120.00
Amount due	\$86,096.39
Interest from 10/31/00	\$ 4,324.58
Late Charges	\$ 305.52
Foreclosure Fees	\$ 1,250.00
Total	\$

Plus costs as per endorsement hereon.

Dated March 29, 2001  
(SEAL)

Prothonotary, Court of Common Pleas  
of Clearfield County, Pennsylvania

# SHERIFF'S BILL OF PARTICULARS

Writ of Execution  
(Mortgage Foreclosure)  
P.R.C.P. 3180 to 3183 and Rule 3267

E.D. No. .... Term, 20  
D.S.B. No. .... Term, 20  
C.D. No. 731 .... Term, 2000.

FIRST COMMONWEALTH BANK  
/I/a DEPOSIT BANK .....

versus

MARK A. ANDERSON and  
KAREN L. ANDERSON .....

Rec'd. .... 20 ..... at ..... 20 ..... M.  
Writ Issued .....

Debt..... \$ 86,096.39  
Int. .... \$ 4,324.58  
Late Charges ..... \$ 305.52  
Pro. and Tax by ..... \$ 1,250.00

Attorney  
Sheriff  
Pro.  
Sheriff  
Sat.  
Searches  
Taxes .....

Christopher J. Richardson, Attorney

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

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

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK

Plaintiff

vs.

MARK A. ANDERSON and  
KAREN N. ANDERSON

Defendants.

No. 2000-00731 CD

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO LIEN CREDITORS

Filed on Behalf of Plaintiff,  
FIRST COMMONWEALTH BANK

COUNSEL OF RECORD FOR  
THIS PARTY:

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

June 1, 2001 Sale List

**FILED**

JUN 04 2001

William A. Shaw  
Prothonotary

BF152357\_1  
11555-25006

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

FIRST COMMONWEALTH BANK,  
f/k/a DEPOSIT BANK

Plaintiff

No. 2000-00731 CD

MARK A. ANDERSON and  
KAREN N. ANDERSON

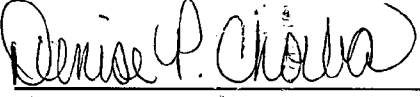
Defendants

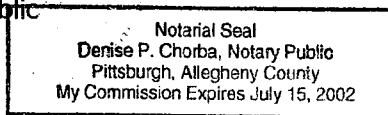
VERIFICATION OF SERVICE OF NOTICE OF SALE  
TO DEFENDANTS LIEN CREDITORS

The undersigned, subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above-captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors on the 2<sup>nd</sup> day of May, 2001 as evidenced by P.S. Forms 3817 attached hereto as Exhibit "A".

  
Jo Albright, Paralegal

Sworn to and subscribed before me this  
1<sup>st</sup> day of June, 2001.

  
Notary Public



BF152357\_1  
11555-25006 Member, Pennsylvania Association of Notaries

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

Received From:  
**TUCKER ARENSBERG, P.C.**  
**1500 ONE PPG PLACE**  
**PITTSBURGH, PENNSYLVANIA 15222**  
(MJA)

One piece of ordinary mail addressed to:  
Clearfield County Tax Claim  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(Anderson)

PS Form 3817, Mar. 1989

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

Received From:  
**TUCKER ARENSBERG, P.C.**  
**1500 ONE PPG PLACE**  
**PITTSBURGH, PENNSYLVANIA 15222**  
(MJA)

One piece of ordinary mail addressed to:  
Clearfield County Tax Claim  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830  
(Anderson)

PS Form 3817, Mar. 1989

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

Received From:  
**TUCKER ARENSBERG, P.C.**  
**1500 ONE PPG PLACE**  
**PITTSBURGH, PENNSYLVANIA 15222**  
(MJA)

One piece of ordinary mail addressed to:  
Treasure Lake Property Owners Assoc  
13 Treasure Lake  
Dubois, PA 15801  
(Anderson)

PS Form 3817, Mar. 1989

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

Received From:  
**TUCKER ARENSBERG, P.C.**  
**1500 ONE PPG PLACE**  
**PITTSBURGH, PENNSYLVANIA 15222**  
(MJA) (Anderson)

One piece of ordinary mail addressed to:  
Borough + School District of Dubois  
c/o Alexis Stats, Tax Collector  
Box 408  
Dubois, PA 15801

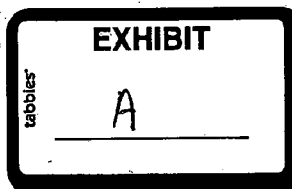
PS Form 3817, Mar. 1989

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

Received From:  
**TUCKER ARENSBERG, P.C.**  
**1500 ONE PPG PLACE**  
**PITTSBURGH, PENNSYLVANIA 15222**  
(MJA)

One piece of ordinary mail addressed to:  
F. Duff McEnter  
130 E. Washington Street  
Dubois, PA 15801  
(Anderson)

PS Form 3817, Mar. 1989



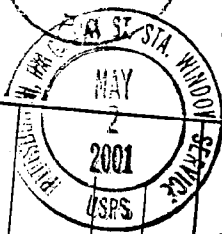
U.S. POSTAL SERVICE  
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
PROVIDE FOR INSURANCE - POSTMASTER

Received From:

**TUCKER ARENSBERG, P.C.**  
**1600 ONE PPG PLACE**  
**PITTSBURGH, PENNSYLVANIA 15222**  
**(MJA)**

One piece of ordinary mail addressed to:  
**Clearfield County Family Division**  
**Clearfield County Courthouse**  
**Domestic Relations**  
**North Second Street**  
**Clearfield, PA 16830**  
**(Anderson)**

PS Form 3817, Mar. 1989



H. MEYER

**FILED**

JUN 04 2001

71:54/noc

William A. Shaw  
Prothonotary



**WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)**

**P.R.C.P. 3180 TO 3183 AND RULE 3257**

FIRST COMMONWEALTH BANK  
f/k/a DEPOSIT BANK

Plaintiff,

**VS.**

MARK A. ANDERSON and,  
KAREN N. ANDERSON,

**Defendants.**

CIVIL DIVISION,

'No. 00-731 CD

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

**ALL that certain piece or parcel of land situate in the 4th Ward, City of Dubois, Clearfield County, Pennsylvania, more fully described at Deed Book Volume 1718, Page 416**

**BEING known as Lot No. 168 in H.S. Knarr's First Addition of lots to the Borough of Dubois (now City).**

**HAVING erected thereon a dwelling known as 436-438 Church Street**

**DESIGNATED Tax Parcel No. 7-4-001-3158**

RECEIVED MAR 29 2001

(d) 3:27 PM  
Chester A. Handing  
by Margaret H. Pratt

Costs:	\$120.00
Amount due	\$86,096.39
Interest from 10/31/00	\$ 4,324.58
Late Charges	\$ 305.52
Foreclosure Fees	\$ 1,250.00
Total	\$.

Plus costs as per endorsement hereon.

Dated March 29, 2001  
(SEAL)

Prothonotary, Court of Common Pleas  
of Clearfield County, Pennsylvania

# SHERIFF'S BILL OF PARTICULARS

Writ of Execution  
(Mortgage Foreclosure)  
P.R.C.P. 3180 to 3183 and Rule 3267

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

E.D. No. .... Term, 20  
D.S.B. No. .... Term, 20  
C.D. No. 731 .... Term, 2000.  
FIRST COMMONWEALTH BANK.  
f/w/a DEPOSIT BANK.....

versus

MARK A. ANDERSON and  
KAREN L. ANDERSON.....

Rec'd. .... 20 .., at .., .. M.  
Writ Issued..... 20 ..

Debt..... \$ 86,096.39  
Int..... \$ 4,324.58  
Late Charges..... \$ 305.52

Pro. and Tax by.....  
Attorney..... \$ 1,250.00

Sheriff.....  
Pro.....  
Sheriff.....  
Sat.....  
Searches.....  
Taxes.....

Christopher J. Richardson, Attorney.....

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

Sheriff Docket # 10910

FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK

00-731-CD

VS.

ANDERSON, MARK A.

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

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NOW, APRIL 26, 2001, AT 12:01 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, JUNE 1, 2001, AT 10:00 AM O'CLOCK.

NOW, APRIL 30, 2001, AT 5:01 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON KAREN N. ANDERSON, DEFENDANT, AT HER PLACE OF RESIDENCE, 502 FIRST STREET, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO KAREN N. ANDERSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 30, 2001, AT 6:09 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON MARK A. ANDERSON, DEFENDANT, AT HIS PLACE OF RESIDENCE, 1395 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO MARK A. ANDERSON, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, JUNE 1, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR FIVE HUNDRED (\$500.00) DOLLARS PLUS COSTS.

NOW, JULY 18, 2001, RECEIVED PLAINTIFF CHECK #040970 IN THE AMOUNT OF FIVE THOUSAND TWO HUNDRED TWENTY-TWO DOLLARS AND NINETY-SIX CENTS (\$5,222.96) FOR COSTS DUE ON SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10910

FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK

00-731-CD

VS.

ANDERSON, MARK A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JULY 19, 2001, PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING  
REMAINING COSTS. DEED WILL BE FILED WHEN SMOKE TEST IS COMPLETE  
FOR THE CITY OF DUBOIS, RETURN WILL BE FILED WHEN DEED IS COMPLETE.

NOW, DECEMBER 17, 2001, DEED WAS FILED BY DEPUTY SHULTZ.

NOW, JANUARY 8, 2002, RETURN WRIT AS A SALE BEING HELD WITH PLAINTIFF  
PURCHASING PROPERTY FOR FIVE HUNDRED (\$500.00) DOLLARS PLUS COSTS.  
PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS, DEED  
WAS MAILED TO ATTORNEY THIS DATE.

SHERIFF HAWKINS \$233.72

SURCHARGE \$ 40.00

PAID BY ATTORNEY

FILED

JAN 09 2002

01:31:40

William A. Shaw  
Prothonotary

Sworn to Before Me This

9th Day Of January 2002

*William A. Shaw*

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

*CSB*

So Answers,

*Chester A. Hawkins*

by Margaret H. Pott  
Chester A. Hawkins  
Sheriff

REAL ESTATE SALE

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, JUNE 4, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the Court House in Clearfield on the 1st day of JUNE 2001, I exposed the within described real estate of MARK A. ANDERSON AND KAREN N. ANDERSON

to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK, F/K/A to DEPOSIT BANK he/she being the highest bidder, for the sum of \$ 500.00 + COSTS 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%		<del>10.00</del>
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		9.88
ADD'L LEVY		
BID AMOUNT		\$500.00 + 6 st
RETURNS/DEPUTIZE		
COPIES		10.00
BILLING - PHONE - FAX		10.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>233.72</b>

**DEED COSTS:**

REGISTER & RECORDER	\$	16.00
ACKNOWLEDGEMENT	****	15.50
TRANSFER TAX 2%		5.00
<b>TOTAL DEED COSTS</b>	<b>\$</b>	<b>21.00</b>

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$ 86,096.39
INTEREST FROM 10-31-00	4,324.58

<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 90,420.97</b>
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**COSTS:**

ATTORNEY FEES	\$
PROTH. SATISFACTION	
ADVERTISING	570.24
LATE CHARGES & FEES	305.52
TAXES-Collector	380.78
TAXES-Tax Claim	4,705.97
COSTS OF SUIT-To Be Added	
LIST OF LIENS	
MORTGAGE SEARCH	135.00
ACKNOWLEDGEMENT	21.00
DEED COSTS	
ATTORNEY COMMISSION	
SHERIFF COSTS	233.72
LEGAL JOURNAL AD	56.25
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00
<b>FORECLOSURE FEES</b>	<b>1,250.00</b>

<b>TOTAL COSTS</b>	<b>\$ 6,222.96</b>
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DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFF WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

# Expense Check



FIRST COMMONWEALTH BANK

Member FDIC

040970

60-882/493

040970

Date 07/12/01

For COST & TAX BID FOR ANDERSON

Pay FIVE THOUSAND TWO HUNDRED TWENTY-TWO AND 96/100 DOLLARS

\$ \*\*\*\*\*5,222.96

To the Order of SHERIFF OF CLEARFIELD COUNTY

NBOC Bank  
Central Offices: Indiana, Pennsylvania

*[Signature]*

⑈040970⑈ ⑆043306826⑆ ⑈01 1312612 3⑈

EX - 10910

COPY