

00-946-CD
DEPOSIT BANK a division of -vs- STEPHEN P. DELONG et al
First Commonwealth Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK

CIVIL DIVISION

Plaintiff,
vs.

No. 00-946-CD

STEPHEN P. DELONG and
THERESA A. DELONG,

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Defendants.

Filed on behalf of DEPOSIT BANK,
a division of FIRST COMMONWEALTH
BANK, Plaintiff

Counsel of record for this party:

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

FILED

OCT 13 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
Plaintiff,) No. 00-946-CD
vs.)
STEPHEN P. DELONG and)
THERESA A. DELONG,)
Defendants.)

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

Kindly enter Judgment against the Defendants above named in default of an Answer, in the amount of \$27,407.50 plus continuing interest at the contract rate of 3.9437 per diem together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint.....	\$27,407.50
Interest from 6/13/00 to 10/13/00	
@ 3.9437 per diem on \$26,295.13	481.13
Late Charges.....	<u>200.02</u>
 TOTAL.....	\$28,088.65

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.


Brett A. Solomon, Esquire
Christopher J. Richardson, Esquire
Attorneys for Deposit Bank, a division of
First Commonwealth Bank, Plaintiff

Plaintiff : Deposit Bank, a division of First Commonwealth Bank
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222

Defendants: Stephen P. DeLong and Theresa A. DeLong, R.D. 2, Box 407, DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of)
FIRST COMMONWEALTH BANK,) CIVIL DIVISION
)
Plaintiff,) No. 00-946-CD
)
vs.)
)
STEPHEN P. DeLONG and,)
THERESA L. DeLONG,)
)
Defendants.)

TO: Stephen P. DeLong
R.D. 2, Box 407
DuBois, PA 15801

Theresa L. DeLong
R.D. 2, Box 407
DuBois, PA 15801

DATE OF NOTICE: September 6, 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.

Pennsylvania Lawyer Referral Service
P. O. Box 186
Harrisburg, Pennsylvania 17108
(800) 692-7375

TUCKER ARENSBERG, P.C.

By:


Brett A. Solomon, Esquire
Christopher J. Richardson, Esquire
Attorneys for Deposit Bank, a division of
First Commonwealth Bank, Plaintiff

CERTIFICATE OF SERVICE

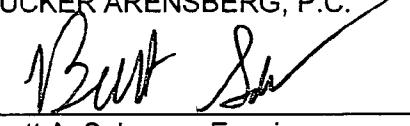
I hereby certify that the foregoing Notice was served upon the Defendants, Stephen P. DeLong and Theresa L. DeLong, by depositing same in the United States Mail, first class postage prepaid, on the 6th day of September, 2000 at the following address:

Stephen P. DeLong
R.D. 2, Box 407
DuBois, PA 15801

Theresa L. DeLong
R.D. 2, Box 407
DuBois, PA 15801

TUCKER ARENSBERG, P.C.

By:


Brett A. Solomon, Esquire

134711.1:BF
17950-26422

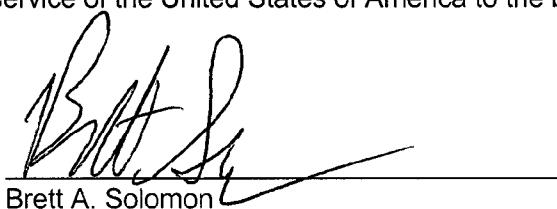
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
Plaintiff,) No. 00-946-CD
vs.)
STEPHEN P. DELONG and)
THERESA A. DELONG,)
Defendants.)

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA) SS:
COUNTY OF ALLEGHENY)

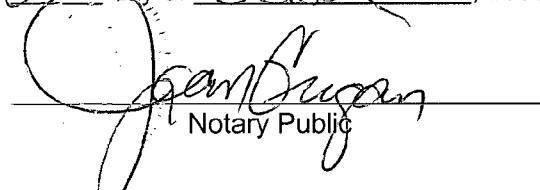
I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendants are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



Brett A. Solomon

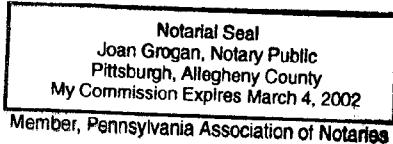
Sworn to and subscribed before me this

306th day of October, 2000.



Joan Grogan
Notary Public

My Commission Expires:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of	)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
	)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
)	
STEPHEN P. DELONG and)	
THERESA A. DELONG,)	
)	
Defendants.)	

NOTICE OF JUDGMENT

To: Stephen P. DeLong
R.D. 2, Box 407
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you
on October 13, 2000, in the amount of \$28,088.65 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

DEPOSIT BANK, a division of	)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
	)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
)	
STEPHEN P. DELONG and)	
THERESA A. DELONG,)	
)	
Defendants.)	

NOTICE OF JUDGMENT

To: Theresa A. DeLong
R.D. 2, Box 407
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you
on October 13, 2000, in the amount of \$28,088.65 plus continuing interest at
the contract rate together with costs, late charges, and attorneys fees.



Prothonotary

135673.1:BF
17950-26422

FILED

OCT 13 2000
M\A\H\ at the Soloman pd
William A. Shaw
Prothonotary

not to Ds. S. DeLong
T. DeLong
Statement to at the Soloman

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

DEPOSIT BANK a division of FIRST
COMMONWEALTH BANK

COPY

Plaintiff(s)

No. 00-946-CD

vs.

STEPHEN P. DELONG and THERESA A.
DELONG

Defendant(s)

Atty's Comm _____

Costs \$ _____

Int. From _____

Entry \$20.00 _____

Instrument Default Judgment _____

Date of Entry October 13, 2000 _____

Expires October 13, 2005 _____

Certified from the record this 13th day of October, 2000 _____

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

115 DEPOSIT BANK, a division of FIRST
COMMONWEALTH BANK

CIVIL DIVISION

Plaintiff,

Case No. 00-946 CD

vs.

81 STEPHEN P. DELONG AND
91 THERESA A. DELONG

Defendants.

COMPLAINT IN MORTGAGE
FORECLOSURE

Filed on behalf of Deposit Bank, a division of
First Commonwealth Bank, Plaintiff

Counsel of record for this party:

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

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

R.D. #2
Box 407
DuBois, Pennsylvania 15825

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

FILED

AUG 09 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of FIRST
COMMONWEALTH BANK,

Plaintiff,

CIVIL DIVISION

Case No. 00-946-CO

vs.

STEPHEN P. DELONG AND
THERESA A. DELONG,

Defendants.

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.

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of FIRST
COMMONWEALTH BANK,

CIVIL DIVISION

Plaintiff,

Case No. _____

vs.

STEPHEN P. DELONG AND
THERESA A. DELONG,

Defendants.

COMPLAINT IN MORTGAGE FORECLOSURE

AND NOW COMES the Plaintiff, Deposit Bank, a division of First Commonwealth 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, Deposit Bank, a division of First Commonwealth Bank, (the "Bank"), is a banking association with business offices at 601, Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendants, Stephen P. DeLong and Theresa A. DeLong, ("Borrowers") are adult individuals whose last known address is R.D. #2, Box 407, DuBois, PA 15801.
3. On or about December 17, 1992, Borrowers executed and delivered an Adjustable Rate Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$40,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.
4. The obligations evidenced by the Note are secured by a Mortgage dated December 17, 1992 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security interest in certain real property located in the City of DuBois, County of Clearfield, Pennsylvania 15801 (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of

Clearfield County, Pennsylvania, ("Recorder's Office") in Mortgage Book Volume 1504, page 345. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

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

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

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

8. On or about March 29, 2000, Bank sent Mortgagors written notice pursuant to 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). True and correct copies of the notices marked as Exhibit "C" are attached hereto and incorporated herein.

9. The amount due Bank under the Note and Mortgage as of June 13, 2000 is as follows:

Principal	\$26,295.13
Interest through June 13, 2000	785.27
(per diem \$3.9437)	
Negative Escrow	127.08
Late Charges	200.02
Costs	to be added
Attorney's Fees	<u>to be added</u>
 TOTAL	 \$27,407.50

10. The total amount now due to the Bank under the Note and Mortgage as of June 13, 2000 was Twenty-Seven Thousand Four Hundred Seven and 50/100 Dollars (\$27,407.50) plus interest accruing from June 13, 2000 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Twenty-Seven Thousand Four Hundred Seven and 50/100 Dollars (\$27,407.50), plus

continuing interest at the contract rate from June 13, 2000, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Pa. I.D. No. 83746
Christopher J. Richardson, Esquire
Pa. I.D. No. 44841
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for Deposit Bank, a division of
First Commonwealth Bank

BF:131838.117950-26422

ADJUSTABLE RATE NOTE

NOTICE TO BORROWER: THIS NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

..... **December 17**, 19 **92**, DuBois, PA, 15801,
..... **City** **State**

..... **R.D. #2 Box 407**, DuBois, PA, 15801,
..... **Property Address** **City** **State**, **Zip Code**

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$.40,000.00 (this amount will be called "principal"), plus interest, to the order of the Lender. The Lender is **Deposit. Bank. Mail. Office.**

..... **P.O. Box 607A, DuBois PA 15801**

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note will be called the "Note Holder."

2. INTEREST

Interest will be charged on that part of outstanding principal which has not been paid. Interest will be charged beginning on the date I receive principal and continuing until the full amount of principal I receive has been paid.

Beginning on the date of this Note, I will pay interest at a yearly rate of **5.875** % (the "Initial Interest Rate"). The interest rate that I will pay will change in accordance with Section 4 of this Note until my loan is paid. Interest rate changes may occur on the **1st** day of the month beginning on **January 1**, 19**94**, and on that day of the month every **12** months thereafter. Each date on which the rate of interest may change will be called a "Change Date."

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month. I will make my monthly payments on the **1st** day of each month beginning on **February 1**, 1993 I will make these payments until I have paid all of the principal and interest and any other charges, described below, that I may owe under this Note. I will pay all sums that I owe under this Note no later than **January 1, 2008**, (the "final payment date").

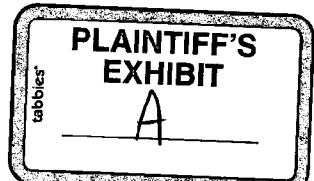
I will make my monthly payments at **any office or offices of Deposit. Bank**, or at a different place if required by the Note Holder.

(B) Borrower's Payments Before They Are Due

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so. I may make a full prepayment or a partial prepayment without paying any penalty. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no delays in the due dates of my monthly payments unless the Note Holder agrees in writing to those delays. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

(C) Amount of Monthly Payments

My initial monthly payments will be in the amount of U.S. \$34.85 If the interest rate that I pay changes, the amount of my monthly payments will change. Increases in the interest rate will result in higher payments (unless my prepayments since the last Change Date offset the increases in my monthly payments). Decreases in the interest rate will result in lower payments. The amount of my monthly payments will always be sufficient to repay my loan in full in substantially equal payments by the final payment date. In setting the monthly payment amount on each Change Date, the Note Holder will assume that the Note interest rate will not change again prior to the final payment date.



4. INTEREST RATE CHANGES

(A) The Index

Any changes in the interest rate will be based on changes in an interest rate index which will be called the "Index." The Index is the: (Check one box to indicate Index.)

(1) * "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) * .12 .month .moving .average .of .the .monthly .averages .of .weekly .average .auction rates .on .6 .months .U.S .Treasury .Bills .in .accordance .with .12 .C.F.R .29

If the Index ceases to be made available by the publisher, or by any successor to the publisher, the Note Holder will set the Note interest rate by using a comparable index.

(B) Setting the New Interest Rate

To set the new interest rate, the Note Holder will determine the change between the Previous Index figure and the Current Index figure. The Previous Index figure is the Index as of41 days prior to the last Change Date. The Current Index figure is the most recent Index figure available .41 days prior to each Change Date. The Beginning Index figure, which will be used as the Previous Index on the first Change Date only, is .3 .744 The Note Holder will round the amount of the change to the nearest one-eighth of one percentage point.

If the Current Index figure is larger than the Previous Index figure, the Note Holder will add the rounded amount of the change to the Previous Interest Rate. The Previous Interest Rate is the rate as of the last Change Date. If the Current Index figure is smaller than the Previous Index figure, the Note Holder will subtract the rounded amount of the change from the Previous Interest Rate. The result of this addition or subtraction will be the preliminary rate. If there is no change between the Previous Index figure and the Current Index figure after rounding, the Previous Interest Rate will be the preliminary rate. The Initial Interest Rate will be used as the Previous Interest Rate on the first Change Date only.

(Check one box to indicate whether there is any maximum limit on interest rate changes; if no box is checked, there will be no maximum limit on changes.)

(1) If this box is checked, there will be no maximum limit on changes in the interest rate up or down. The preliminary rate will be the new interest rate.

(2) If this box is checked, the interest rate will not be changed by more than . . one . . . percentage points on . . . any Change Date. The Note Holder will adjust the preliminary rate so that the change in the interest rate will not be more than that limit. The new interest rate will equal the figure that results from this adjustment of the preliminary rate.

(C) Effective Date of Changes

Each new interest rate will become effective on the next Change Date. If my monthly payment changes as a result of a change in the interest rate, my monthly payment will change as of the first monthly payment date after the Change Date.

(D) Notice to Borrower

The Note Holder will mail me a notice by first class mail at least thirty and no more than forty-five days before each Change Date if the interest rate is to change. The notice will advise me of:

- (i) the new interest rate on my loan;
- (ii) the amount of my new monthly payment; and
- (iii) any additional matters which the Note Holder is required to disclose.

5. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any of my monthly payments by the end of .15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be . . 6 .0 . . . % of my overdue payment of principal and interest. I will pay this late charge only once on any late payment.

(B) Default

If I do not pay the full amount of each monthly payment by the date stated in Section 3(A), I will be in default.

(C) Notice From Note Holder

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me.

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

*However, the maximum rate of interest over the life of the loan shall not exceed 10.875% and the minimum rate of interest over the life of the loan shall not be less than 4.875%.

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

(D) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described in Section 5(C), the Note Holder will have the right to be paid back by me for all its reasonable costs and expenses to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees.

6. WAIVERS

Anyone who signs this Note to transfer it to someone else (known as an "endorser") waives certain rights. Those rights are (A) the right to require the Note Holder to demand payment of amounts due (known as "presentment") and (B) the right to require the Note Holder to give notice that amounts due have not been paid (known as "notice of dishonor").

7. GIVING OF NOTICES

Except for the notice provided in Section 4(D), any notice that must be given to me under this Note will be given by mailing it by certified mail. All notices will be addressed to me at the Property Address in the Note. Notices will be mailed to me at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by certified mail to the Note Holder at the address stated in Section 3(A). Notices will be mailed to the Note Holder at a different address if I am given a notice of that different address.

8. RESPONSIBILITY OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each of us is fully and personally obligated to pay the full amount owed and to keep all of the promises made in this Note. Any guarantor, surety, or endorser of this Note is also obligated to do these things. The Note Holder may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

Any person who takes over my rights or obligations under this Note will have all of my rights and must keep all of my promises made in this Note. Any person who takes over the rights or obligations of a guarantor, surety, or endorser of this Note is also obligated to keep all of the promises made in this Note.

9. LOAN CHARGES

It could be that this loan is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with this loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

10. THIS NOTE SECURED BY A MORTGAGE

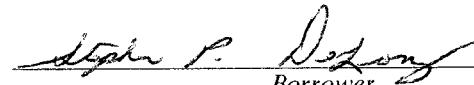
In addition to the protections given to the Note Holder under this Note, a Mortgage, dated **December 17, 1992**, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Mortgage describes how and under what conditions I may be required to make immediate payment in full of all amounts that I owe under this Note. One of those conditions relates to any transfer of the property covered by the Mortgage. In that regard, the Mortgage provides in paragraph 17:

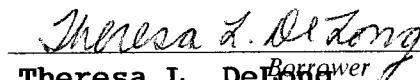
17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

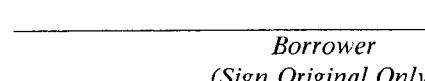
If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

An Adjustable Rate Loan Rider supplements the Mortgage and provides:

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Beginning Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.


Stephen P. DeLong Borrower (Seal)


Theresa L. DeLong Borrower (Seal)


Theresa L. DeLong Borrower (Seal)
(Sign Original Only)

CLEARFIELD COUNTY 12/21/92
 ENTERED OF RECORD
 TIME 10:16 AM
 BY Leah Jones
 FEES 17.50
 Karen L. Herck, Recorder

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on December 17, 1992, to Deposit, Mail, Office, P.O. Box 607A DuBois, PA 15801, which is organized and existing under the laws of Commonwealth of Pennsylvania, and whose address is P.O. Box 607A DuBois, PA 15801. ("Lender"). Borrower owes Lender the principal sum of Forty Thousand Dollars and no/100ths Dollars (U.S. \$ 40,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on January 30, 2008. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield, County, Pennsylvania:

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

BEGINNING at a point at the northerly margin of Athena Drive; said point also being at the easterly line of Lot No. 6 in the Rolling Acres subdivision; thence along the easterly line of Lot No. 6 North 18 degrees 35 minutes 52 seconds West 223.92 feet to a point; thence along the southerly line now or formerly of B & S Railroad, North 72 degrees 00 minutes 00 seconds East 135 feet

-continued-

which has the address of R.D. #2, Box 407, DuBois, PA 15801,
 [Street] [City]

Pennsylvania 15801 ("Property Address");
 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3039 (9/90) (page 1 of 4 pages)

PLAINTIFF'S
EXHIBIT
B

to a point; thence along the westerly line of Lot No. 8 in said subdivision South 8 degrees 19 minutes 05 seconds West 242.87 feet to a point at the northerly line of Athena Drive; thence along the same by a curve to the left having a radius of 125 feet and an arc distance of 58.97 feet to a point; thence still by the same by a curve to the left having a radius of 40 feet and an arc distance of 38.90 feet to a point and place of beginning. Being Lot No. 7 in the Rolling Acres subdivision.

EXCEPTING AND RESERVING all coal, oil, gas and mining rights as may have been reserved in prior deeds.

FURTHER UNDER AND SUBJECT to the protective covenants attached to the Deed of Howard J. Oldknow et ux. to Larry R. Reed et ux., dated November 5, 1979 and recorded in Deed Book 789, page 511. Said protective covenants being Exhibit A in said Deed.

BEING the same premises which became vested in the Mortgagors herein by deed of Charles DeLong, Jr. et ux., dated March 9, 1984, and recorded in Clearfield County Deeds & Records Book 937, page 155.

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



ADJUSTABLE RATE LOAN RIDER

NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

This Rider is made this .17th day of December, 1992, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Deposit Bank.

Mall Office P.O. Box 607A, DuBois PA 15801
 (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at R.D. #2 Box 407, DuBois PA 15801
Property Address

Modifications. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note has an "Initial Interest Rate" of .815%. The Note interest rate may be increased or decreased on the 12 day of the month beginning on January 1, 1994, and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index." The Index is the:
 [Check one box to indicate Index.]

(1) * "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

(2) The 12 month moving average of the monthly averages of weekly average auction rates on 6 month U.S. Treasury Bills in accordance with 12 C.F.R. 29.

[Check the appropriate box(es) to indicate whether there is any maximum limit on interest rate changes and/or limits on the interest rate under the Note; if no box is checked, there will be no maximum limit on changes and no limits on the interest rate.]

(1) There is no maximum limit on changes in the interest rate at any Change Date.

(2) The interest rate cannot be changed by more than one percentage points at any Change Date.

The interest rate will never be more than 10.875 % or less than 4.875 %.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

B. LOAN CHARGES

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

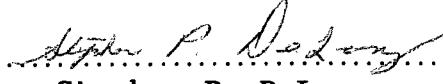
C. PRIOR LIENS

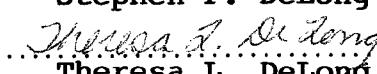
If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph 4 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

D. TRANSFER OF THE PROPERTY

If there is a transfer of the Property subject to paragraph 17 of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph 17.

By signing this, Borrower agrees to all of the above.


 Stephen P. DeLong (Seal)
 —Borrower


 Theresa L. DeLong (Seal)
 —Borrower

* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.
 NEW JERSEY AND PENNSYLVANIA

Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case, Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage

insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

22. Release. Upon payment of all sums secured by this Security Instrument, this Security Instrument and the estate conveyed shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waivers. Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Security Instrument, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.

24. Reinstatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.

25. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.

26. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Adjustable Rate Rider

Condominium Rider

I-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Biweekly Payment Rider

Balloon Rider

Rate Improvement Rider

Second Home Rider

Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses:

Marlene E. Duttry

Stephen P. DeLong

(Seal)

Stephen P. DeLong

Borrower

Theresa L. DeLong

(Seal)

Theresa L. DeLong

Borrower

[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:
On this, the 18th day of December, 19 92, before me, a Notary Public,
the undersigned officer, personally appeared STEPHEN P. & THERESA L. DeLONG, known to me (or satisfactorily proven) to be the person(s)
whose name(s) are are subscribed to the within instrument and acknowledged that they
executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.
My Commission expires: STEPHEN P. & THERESA L. DeLONG, Clearfield County
Notary Public
My Commission Expires August 8, 1994

I hereby certify that the precise address of the within Mortgagee (Lender) is

P. O. Box 607-A
Du Bois, PA 15801

Marlene E. Duttry
Notary Public
Title of Officer
Attorney for Mortgagee
Title of Officer

Date: March 29, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

PROPERTY ADDRESS: R.D. 2 Box 407, DuBois, PA 15801

LOAN ACCT. NO.: 012-1200303

ORIGINAL LENDER: Deposit

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: R.D. 2 Box 407, 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: January, February and March 2000 totaling 1,058.88

Other charges (explain/itemize): Late fees of \$160.46

TOTAL AMOUNT PAST DUE: \$1,219.34

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

HOW TO CURE THE DEFAULT -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,219.34, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

**FIRST COMMONWEALTH BANK
PO BOX 400, FCP-LOWER LEVEL
INDIANA PA 15701**

You can cure any other default by taking the following action within THIRTY (30) DAYS of the date of this letter: (Do not use if not applicable)

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if

you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE -- It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

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 THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Stephen D. DeLong
 R.D. 2 Box 407
 DuBois, PA 15801

2. Article Number (Copy from service label)

P 231 753 406

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
<i>Stephen D. DeLong</i>	3-31-00

C. Signature

Stephen D. DeLong Agent
 Addressee

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

102595-99-M-1789

P 231 753 406

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	Stephen D. DeLong
Street & Number	R.D. 2 Box 407
Post Office, State, & ZIP Code	DUBOIS, PA 15801
Postage	\$.55
Certified Fee	1.20
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1-25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 1.75
Postmark or Date	1-25

PS Form 3800, April 1995

USPS

Date: March 29, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Theresa L. DeLong

PROPERTY ADDRESS: R.D. 2 Box 407, DuBois, PA 15801

LOAN ACCT. NO.: 012-1200303

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

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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: RD 2 Box 407, 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: January, February and March 2000 totaling \$1,058.88

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INDIANA PA 15701**

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Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

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- 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 THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Theresa L. DeLong
R.D. 2 Box 407
DuBois, PA 15801

2. Article Number (Copy from service label)

P 231 753 407

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

X Theresa DeLong 3-4-00

B. Date of Delivery

C. Signature

X Theresa DeLong

 Agent AddresseeD. Is delivery address different from item 1? YesIf YES, enter delivery address below: No

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)

 Yes

Domestic Return Receipt

102595-99-M-1789

P 231 753 407

ATTN: Ann Chicappelli

**US Postal Service
Receipt for Certified Mail**

No Insurance Coverage Provided.

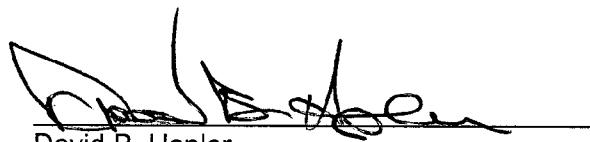
Do not use for International Mail (See reverse)

Sent to	Theresa L. DeLong
Street & Number	R.D. 2 Box 407
Post Office, State, & ZIP-Code	DuBois, PA 15801
Postage	\$.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.70
Postmark or Date	3-4-00

PS Form 3800, April 1995

VERIFICATION

I, David B. Hepler, Vice President of First Commonwealth 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.



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

FILED

AUG 09 2000

11:42 AM

William A. Shaw
Prothonotary

Pd \$80.00

Acc Sheridan

CHRISTOPHER J. RICHARDSON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK A DIVISION OF
VS
DELONG, STEPHEN P.

00-946-CD

COMPLAINT IN MORTGAGE FORECLOSURE
SHERIFF RETURNS

NOW AUGUST 14, 2000 AT 10:22 AM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON STEPHEN P. DELONG,
DEFENDANT AT RESIDENCE RD 2 BOX 407, DUBOIS, CLEARFIELD
COUNTY, PENNSYLVANIA BY HANDING TO STEPHEN P. DELONG A TRUE
AN ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: MCINTOSH

NOW AUGUST 14, 2000 AT 12:55 PM DST SERVED THE WITHIN
COMPLAINT IN MORTGAGE FORECLOSURE ON THESERA A. DELONG,
DEFENDANT AT EMPLOYMENT 90 BEAVER DR., 101A, DUBOIS,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO THESERA A.
DELONG A TRUE AN ATTESTED COPY OF THE ORIGINAL COMPLAINT IN
MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS
THEREOF.

SERVED BY: MCINTOSH

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

SWORN TO BEFORE ME THIS

29th DAY OF August 2000

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

SO ANSWERS,

Chester A. Hawkins
by Maury, Henn
CHESTER A. HAWKINS
SHERIFF

FILED

AUG 29 2000

m 12:21pm
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

STEPHEN P. DELONG and
THERESA DELONG,

Defendants.

CIVIL DIVISION

No. 00-946-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of DEPOSIT BANK, a
division of FIRST COMMONWEALTH
BANK, Plaintiff

Counsel of record for this party:

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

CERTIFICATE OF ADDRESS:

R.D. #2, Box 407
DuBois, Pennsylvania 15825
Tax Parcel No. 128-D3-113

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
) No. 00-946-CD
Plaintiff,)
)
vs.)
STEPHEN P. DELONG and)
THERESA DELONG,)
)
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	\$ 28,088.65
Interest from 06/13/00 through 01/15/01 at 3.9437 per diem	851.84
Additional Interest to Sale Date (to be added by Sheriff)	_____
Late Charges	0.00
Foreclosure Fees	<u>850.00</u>
Sub-total	\$ 29,790.49
Costs (to be added by the Prothonotary)	<u>173.88</u>
Total	\$ _____

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Christopher J. Richardson, Esquire
Attorneys for DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
Plaintiff,) No. 00-946-CD
vs.)
STEPHEN P. DELONG and)
THERESA DELONG,)
Defendants.)

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

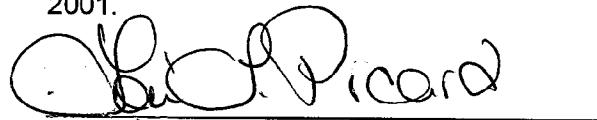
I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendants, Stephen P. DeLong and Theresa DeLong, are not members of the military service of the United States of America to the best of my knowledge, information and belief.



Brett A. Solomon, Esquire

Sworn to and subscribed before

me this 9th day of January,
2001.



Notary Public

My Commission Expires:

Lori L. F. L., Notary Public
Pittsburgh, Allegheny County, Pennsylvania
My Commission Expires June 15, 2003

138928.1:BF
17950-26422

FILED

JAN 16 2001

M 13:24 10th Floor Pd \$20.00
William A. Shaw
Prothonotary
6 Wirts to Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK,
Plaintiff,

vs.

STEPHEN P. DELONG and
THERESA DELONG,
Defendants.

CIVIL DIVISION

No. 00-946-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of DEPOSIT BANK, a
division of FIRST COMMONWEALTH
BANK, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
Plaintiff,) No. 00-946-CD
vs.)
STEPHEN P. DELONG and)
THERESA DELONG,)
Defendants.)

AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1

DEPOSIT BANK, a division of FIRST COMMONWEALTH BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located in the City of DuBois, County of Clearfield and Commonwealth of Pennsylvania:

1. Name and address of the Owners or Reputed Owners:

STEPHEN P. DeLONG and R.D. #2, Box 407
THERESA DeLONG DuBois, Pennsylvania 15801

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

S & T BANK 456 Main Street
Brockway, Pennsylvania 15824

DEPOSIT BANK, a division of c/o Brett A. Solomon, Esquire
FIRST COMMONWEALTH BANK Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, Pennsylvania 15222

S & T BANK P. O. Box D
Brockway, Pennsylvania 15824

COURT OF COMMON PLEAS 230 E. Market Street, 3rd Floor
CLEARFIELD COUNTY Clearfield, Pennsylvania 16830
DOMESTIC RELATIONS

4. Name and address of last recorded holder of every mortgage of record:

DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK

c/o Brett A. Solomon, Esquire
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, Pennsylvania 15222

S & T BANK

Shaffer Road
DuBois, Pennsylvania 15801

5. Name and address of every other person who has any record lien on their property:

UNKNOWN

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

CLEARFIELD COUNTY TAX CLAIM

Clearfield County Courthouse
1 North Second Street
Clearfield, Pennsylvania 16830

CITY AND SCHOOL DISTRICT
OF DUBOIS

c/o Alexis Stets, Tax Collector
Box 408
DuBois, Pennsylvania 15801

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

UNKNOWN

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

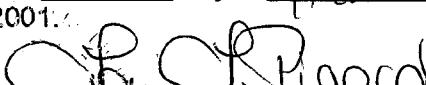
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: January 9, 2001

By:


Brett A. Solomon, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me
this 9th day of January,
2001.



Notary Public

My Commission Expires:

For L.F. Notary Public
Pittsburgh, Allegheny County
My Commission Expires Jan 2002
Notary Public, State of Pennsylvania

138928.1:BF/#11555-26422

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

STEPHEN P. DELONG and
THERESA DELONG,

Defendants.

CIVIL DIVISION

No. 00-946-CD

AFFIDAVIT OF ACT 6

Filed on behalf of DEPOSIT BANK, a
division of FIRST COMMONWEALTH
BANK, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
Plaintiff,) No. 00-946-CD
vs.)
STEPHEN P. DELONG and)
THERESA DELONG,)
Defendants.)
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and
County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and
says:

THAT Notice of Deposit Bank's (a division of First Commonwealth Bank) intention to
foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was given to Defendants on or about
March 29, 2000.



Brett A. Solomon, Esquire

Sworn to and subscribed before
me this 9th day of
January, 2001.



O. B. Ricard
Notary Public

My Commission Expires:

*Notary Public
Pittsburgh, PA, No. 2001-000000
My Commission Expires 01-31-2002*

138928.1:BF
17950-26422

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

STEPHEN P. DELONG and
THERESA DELONG,

Defendants.

CIVIL DIVISION

No. 00-946-CD

AFFIDAVIT OF ACT 91

Filed on behalf of DEPOSIT BANK, a
division of FIRST COMMONWEALTH
BANK, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
Plaintiff,) No. 00-946-CD
vs.)
STEPHEN P. DELONG and)
THERESA DELONG,)
Defendants.)
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and
County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and
says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91
(35 P.S. §§1680.401c, et seq.), was given to Defendants on or about March 29, 2000.



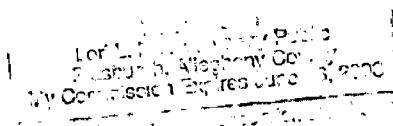
Brett A. Solomon, Esquire

Sworn to and subscribed before
me this 9th day of
January, 2001.



Notary Public

My Commission Expires:



138928.1:BF
17950-26422

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

STEPHEN P. DELONG and
THERESA DELONG,

Defendants.

CIVIL DIVISION

No. 00-946-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of DEPOSIT BANK, a
division of FIRST COMMONWEALTH
BANK, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
Plaintiff,) No. 00-946-CD
vs.)
STEPHEN P. DELONG and)
THERESA DELONG,)
Defendants.)

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS

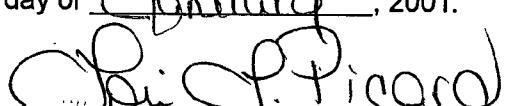
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says as follows:

1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendants is: R.D. #2, Box 407, DuBois, Pennsylvania 15801.

TUCKER ARENSBERG, P.C.


Brett A. Solomon, Esquire
Attorney for DEPOSIT BANK, a division of
FIRST COMMONWEALTH BANK, Plaintiff

Sworn to and subscribed
before me this 9th
day of January, 2001.


Notary Public

My Commission Expires:

138928.1:BF/#17950-26422

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 and Rule 3257

JPY

DEPOSIT BANK, a division of)
FIRST COMMONWEALTH BANK) No. _____ Term 1999 E.D.
vs.)
) No. _____ Term ___ A.D.
STEPHEN P. DeLONG and) No. 946 Term 2000
THERESA DeLONG)

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

ALL the right, title, interest and claims of Stephen P. DeLong and Theresa L. DeLong of, in and to the following described property:

ALL that certain parcel situate in the City of DuBois, being more fully described at DBV 937, page 155.

HAVING erected thereon a dwelling known as R.D. 2, Box 407, DuBois, PA; Tax Parcel No. 128-D3-113.

Amount Due	\$28,088.65
Interest from 6/13/00 to 01/15/01	\$ 851.84
Late Charges	\$ 0.00
Foreclosure Fees	\$ 850.00
Sub-Total	\$29,790.49
Costs (to be added by Prothonotary)	\$ <u>173.88</u>
Additional interest to date of sale	\$ _____
TOTAL	\$ _____, plus costs

as endorsed,

Dated

January 16, 2001

(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____ Deputy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____ Term 1999 E.D.
No. _____ Term A.D.
No. 946 Term 2000

Deposit Bank, a division of First
First Commonwealth Bank,

vs.

Stephen P. DeLong and
Theresa DeLong

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Pro Pd.

Judg. Fee

Cr.

Sat.

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

Address: 1500 One PPG Place
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of,
FIRST COMMONWEALTH BANK,

Plaintiff,

vs.

STEPHEN P. DELONG and
THERESA DELONG,

Defendants.

CIVIL DIVISION

No. 00-946-CD

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

Filed on behalf of DEPOSIT BANK, a
division of FIRST COMMONWEALTH
BANK, Plaintiff

Counsel of record for this party:

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

SALE DATE: APRIL 6, 2001

FILED

MAR 01 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of	)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
	)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
)	
STEPHEN P. DELONG and)	
THERESA DELONG,)	
)	
Defendants.)	

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

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendant, Stephen P. DeLong, on the 12th day of February, 2001, and that the Notice of Sale was received by Defendant, Stephen P. DeLong, on the 14th day of February, 2001, as is evidenced by Certified Mail Receipt No. 7000 1670 0012 7441 5865. The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendant, Theresa DeLong, on the 22nd day of February, 2001, and that the Notice of Sale was received by Defendant, Theresa DeLong, on the 23rd day of February, 2001, as is evidenced by Certified Mail Receipt No. 7000 1670 0012 7441 6176. Copies of both Certified Mail Receipts are attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all

Lien Creditors and Parties of Interest on the 13th day of February as evidenced by P.S. Forms
3817 attached hereto as Exhibit "B".



Brett A. Solomon, Esquire

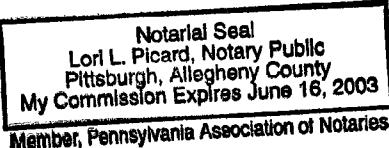
Sworn to and subscribed before
me this 26th day of February, 2001.



Notary Public

My Commission Expires:

145264.1:BF/#17950-26739



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of	)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
	)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
STEPHEN P. DELONG and)	
THERESA DELONG,)	
Defendants.)	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

Your Real Estate at R.D. #2, Box 407, DuBois, Pennsylvania 15825 is scheduled to be sold at Sheriff's Sale on FRIDAY, APRIL 6, 2001 at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of Deposit Bank, a division of First Commonwealth Bank, obtained by the Bank against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.

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

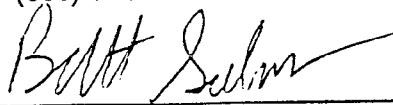
1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Brett A. Solomon, Esquire at Tucker Arensberg, P.C. (412) 594-3913.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact an attorney, the more chance you will have of stopping the sale. (See notice on next page to find out how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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

Lawyer Referral Service
Pennsylvania Bar Association
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375



Brett A. Solomon, Esquire
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for Deposit Bank, a division of
First Commonwealth Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of	)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
	)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
)	
STEPHEN P. DELONG and)	
THERESA DELONG,)	
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

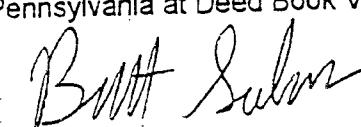
ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the northerly margin of Athena Drive; said point also being at the easterly line of Lot No. 6 in the Rolling Acres subdivision; thence along the easterly line of Lot No. 6 North 18 degrees 35 minutes 52 seconds West 223.92 feet to a point; thence along the southerly line now or formerly of B & S Railroad, North 72 degrees 00 minutes 00 seconds East 135 feet to a point; thence along the westerly line of Lot No. 8 in said subdivision South 8 degrees 19 minutes 05 seconds West 242.87 feet to a point at the northerly line of Athena Drive; thence along the same by a curve to the left having a radius of 125 feet and an arc distance of 58.97 feet to a point; thence still by the same by a curve to the left having a radius of 40 feet and an arc distance of 38.90 feet to a point and place of beginning. Being Lot No. 7 in the Rolling Acres subdivision.

EXCEPTING AND RESERVING all coal, oil, gas and mining rights as may have been reserved in prior deeds.

FURTHER UNDER AND SUBJECT to the protective covenants attached to the Deed of Howard J. Oldknow et ux. to Larry R. Reed et ux., dated November 5, 1979 and recorded in Deed Book 789, page 511. Said protective covenants being Exhibit A in said Deed.

BEING the same premises conveyed to Stephen P. DeLong and Theresa L. DeLong by deed of Charles DeLong, Jr. and Audrey Ann DeLong, husband and wife, dated March 9, 1984, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 937, page 155.

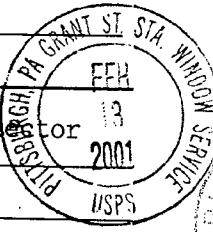


Brett A. Solomon, Esquire
SEIZED, taken in execution to be sold as the property of STEPHEN P. DELONG
AND THERESA DELONG, at the suit of DEPOSIT BANK, a division of FIRST

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

Received From:
Debbie Paranay
Legal Assistant
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:
Clearfield County Tax Collector
c/o Alexis Stets
Box 408
DuBois, PA 15801

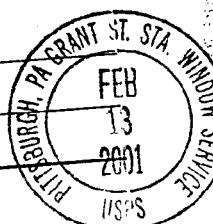


PS Form 3817, Mar. 1989 17950-26422 DeLONG

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

Received From:
Debbie Paranay
Legal Assistant
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:
S & T Bank
456 Main Street
Brockway, PA 15824



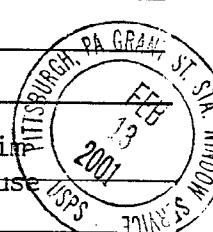
PS Form 3817, Mar. 1989 17950-26422 DeLONG

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

Received From:
Debbie Paranay
Legal Assistant
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:
Clearfield County Tax Claim
Clearfield County Courthouse
1 North Second Street

Clearfield, PA 16830



PS Form 3817, Mar. 1989 17950-26422 DeLONG

EXHIBIT

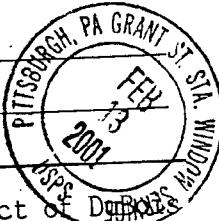
B

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

Received From:
Debbie Paranay
Legal Assistant
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:
Borough and School District of DuBois
c/o Alexis Stets, Tax Collector

Box 408
DuBois, PA 15801



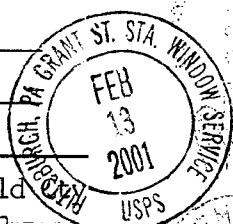
PS Form 3817, Mar. 1989 17950-26422 DeLONG

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Legal Assistant
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:
Court of Common Pleas of Clearfield
Domestic Relations/Family Division

230 E. Market Street, 3rd Floor
Clearfield, PA 16830



PS Form 3817, Mar. 1989 17950-26422 DeLONG

U.S. POSTAL SERVICE **CERTIFICATE OF MAILING**
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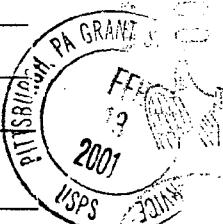
Received From:
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Legal Assistant
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:

S & T Bank

P. O. Box D

Brockway, PA 15824



PS Form 3817, Mar. 1989 17950-26422 DeLONG

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

February 12, 2001

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

Suggested Reference: Tax Parcel No. 128-D3-113

Re: Deposit Bank, a division of First Commonwealth Bank
vs. Stephen P. DeLong and Theresa DeLong
No. 00-946-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 00-946-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR APRIL 6, 2001 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE CITY OF DUBOIS WITH AN ADDRESS OF R.D. #2, BOX 407, DUBOIS, PENNSYLVANIA 15825. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

YOU ARE A LIENHOLDER OF RECORD SUBSEQUENT TO THE MORTGAGE OF DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK, FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$28,088.65, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.


Brett A. Solomon

:djp
Enclosures

138928.1:BF
17950-26422

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

Pittsburgh Airport Area • Harrisburg

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of	)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
	)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
)	
STEPHEN P. DELONG and)	
THERESA DELONG,)	
)	
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

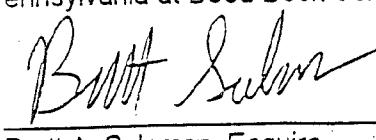
ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the northerly margin of Athena Drive; said point also being at the easterly line of Lot No. 6 in the Rolling Acres subdivision; thence along the easterly line of Lot No. 6 North 18 degrees 35 minutes 52 seconds West 223.92 feet to a point; thence along the southerly line now or formerly of B & S Railroad, North 72 degrees 00 minutes 00 seconds East 135 feet to a point; thence along the westerly line of Lot No. 8 in said subdivision South 8 degrees 19 minutes 05 seconds West 242.87 feet to a point at the northerly line of Athena Drive; thence along the same by a curve to the left having a radius of 125 feet and an arc distance of 58.97 feet to a point; thence still by the same by a curve to the left having a radius of 40 feet and an arc distance of 38.90 feet to a point and place of beginning. Being Lot No. 7 in the Rolling Acres subdivision.

EXCEPTING AND RESERVING all coal, oil, gas and mining rights as may have been reserved in prior deeds.

FURTHER UNDER AND SUBJECT to the protective covenants attached to the Deed of Howard J. Oldknow et ux. to Larry R. Reed et ux., dated November 5, 1979 and recorded in Deed Book 789, page 511. Said protective covenants being Exhibit A in said Deed.

BEING the same premises conveyed to Stephen P. DeLong and Theresa L. DeLong by deed of Charles DeLong, Jr. and Audrey Ann DeLong, husband and wife, dated March 9, 1984, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 937, page 155.



Brett A. Solomon, Esquire

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

February 12, 2001

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

Suggested Reference: Tax Parcel No. 128-D3-113

Re: Deposit Bank, a division of First Commonwealth Bank
vs. Stephen P. DeLong and Theresa DeLong
No. 00-946-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

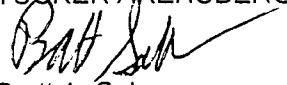
Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 00-946-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR APRIL 6, 2001 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE CITY OF DUBOIS WITH AN ADDRESS OF R.D. #2, BOX 407, DUBOIS, PENNSYLVANIA 15825. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

YOU ARE A LIENHOLDER OF RECORD SUBSEQUENT TO THE MORTGAGE OF DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK, FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$28,088.65, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.


Brett A. Solomon

:djp
Enclosures

138928.1:BF
17950-26422

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

Pittsburgh Airport Area • Harrisburg

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of) CIVIL DIVISION
FIRST COMMONWEALTH BANK,)
Plaintiff,) No. 00-946-CD
vs.)
STEPHEN P. DELONG and)
THERESA DELONG,)
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

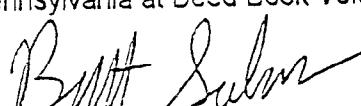
ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the northerly margin of Athena Drive; said point also being at the easterly line of Lot No. 6 in the Rolling Acres subdivision; thence along the easterly line of Lot No. 6 North 18 degrees 35 minutes 52 seconds West 223.92 feet to a point; thence along the southerly line now or formerly of B & S Railroad, North 72 degrees 00 minutes 00 seconds East 135 feet to a point; thence along the westerly line of Lot No. 8 in said subdivision South 8 degrees 19 minutes 05 seconds West 242.87 feet to a point at the northerly line of Athena Drive; thence along the same by a curve to the left having a radius of 125 feet and an arc distance of 58.97 feet to a point; thence still by the same by a curve to the left having a radius of 40 feet and an arc distance of 38.90 feet to a point and place of beginning. Being Lot No. 7 in the Rolling Acres subdivision.

EXCEPTING AND RESERVING all coal, oil, gas and mining rights as may have been reserved in prior deeds.

FURTHER UNDER AND SUBJECT to the protective covenants attached to the Deed of Howard J. Oldknow et ux. to Larry R. Reed et ux., dated November 5, 1979 and recorded in Deed Book 789, page 511. Said protective covenants being Exhibit A in said Deed.

BEING the same premises conveyed to Stephen P. DeLong and Theresa L. DeLong by deed of Charles DeLong, Jr. and Audrey Ann DeLong, husband and wife, dated March 9, 1984, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 937, page 155.


Brett A. Solomon, Esquire

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

February 12, 2001

Court of Common Pleas of Clearfield County
Domestic Relations/Family Division
230 E. Market Street, Third Floor
Clearfield, PA 16830

Suggested Reference: Judgment vs. Stephen Paul DeLong

Re: Deposit Bank, a division of First Commonwealth Bank
vs. Stephen P. DeLong and Theresa DeLong
No. 00-946-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 00-946-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR APRIL 6, 2001 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE CITY OF DUBOIS WITH AN ADDRESS OF R.D. #2, BOX 407, DUBOIS, PENNSYLVANIA 15825. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

YOU ARE A LIENHOLDER OF RECORD SUBSEQUENT TO THE MORTGAGE OF DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK, FOR ANY DELINQUENT SUPPORT THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$28,088.65, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.


Brett A. Solomon

:djp
Enclosures

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Pittsburgh Airport Area • Harrisburg

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of	)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
	)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
STEPHEN P. DELONG and)	
THERESA DELONG,)	
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

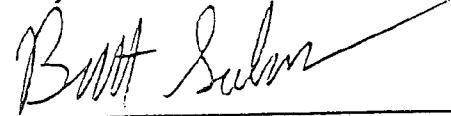
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FURTHER UNDER AND SUBJECT to the protective covenants attached to the Deed of Howard J. Oldknow et ux. to Larry R. Reed et ux., dated November 5, 1979 and recorded in Deed Book 789, page 511. Said protective covenants being Exhibit A in said Deed.

BEING the same premises conveyed to Stephen P. DeLong and Theresa L. DeLong by deed of Charles DeLong, Jr. and Audrey Ann DeLong, husband and wife, dated March 9, 1984, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 937, page 155.



Brett A. Solomon, Esquire

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

February 12, 2001

S & T Bank
456 Main Street
Brockway, PA 15824

Suggested Reference: Your Judgment No. 00-556-CD

Re: Deposit Bank, a division of First Commonwealth Bank
vs. Stephen P. DeLong and Theresa DeLong
No. 00-946-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT DEPOSIT BANK, A DIVISION OF FIRST COMMONWEALTH BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 00-946-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR APRIL 6, 2001 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE CITY OF DUBOIS WITH AN ADDRESS OF R.D. #2, BOX 407, DUBOIS, PENNSYLVANIA 15825. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

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Very truly yours,

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Brett A. Solomon

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Pittsburgh Airport Area • Harrisburg

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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
)	
STEPHEN P. DELONG and)	
THERESA DELONG,)	
)	
Defendants.)	

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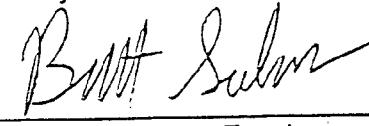
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Brett A. Solomon, Esquire

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

February 12, 2001

S & T Bank
P. O. Box D
Brockway, PA 15824

Suggested Reference: Your Judgment No. 00-1265-CD

Re: Deposit Bank, a division of First Commonwealth Bank
vs. Stephen P. DeLong and Theresa DeLong
No. 00-946-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

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Very truly yours,

TUCKER ARENSBERG, P.C.

Brett A. Solomon

:djp
Enclosures

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Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
)	
STEPHEN P. DELONG and)	
THERESA DELONG,)	
)	
Defendants.)	

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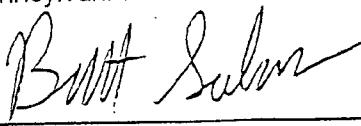
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BEING the same premises conveyed to Stephen P. DeLong and Theresa L. DeLong by deed of Charles DeLong, Jr. and Audrey Ann DeLong, husband and wife, dated March 9, 1984, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 937, page 155.



Brett A. Solomon

Brett A. Solomon, Esquire

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

February 12, 2001

Clearfield County Tax Collector
c/o Alexis Stets
Box 408
DuBois, PA 15801

Suggested Reference: Tax Parcel No. 128-D3-113

Re: Deposit Bank, a division of First Commonwealth Bank
vs. Stephen P. DeLong and Theresa DeLong
No. 00-946-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

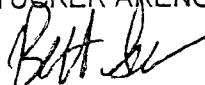
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Very truly yours,

TUCKER ARENSBERG, P.C.


Brett A. Solomon

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Enclosures

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Pittsburgh Airport Area • Harrisburg

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of	)	CIVIL DIVISION
FIRST COMMONWEALTH BANK,)	
	)	No. 00-946-CD
Plaintiff,)	
)	
vs.)	
)	
STEPHEN P. DELONG and)	
THERESA DELONG,)	
)	
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

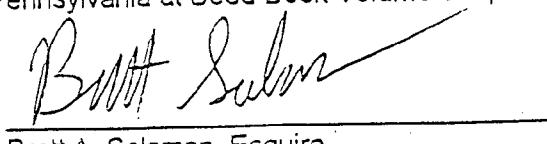
ALL that certain piece or parcel of land situate, lying and being in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the northerly margin of Athena Drive; said point also being at the easterly line of Lot No. 6 in the Rolling Acres subdivision; thence along the easterly line of Lot No. 6 North 18 degrees 35 minutes 52 seconds West 223.92 feet to a point; thence along the southerly line now or formerly of B & S Railroad, North 72 degrees 00 minutes 00 seconds East 135 feet to a point; thence along the westerly line of Lot No. 8 in said subdivision South 8 degrees 19 minutes 05 seconds West 242.87 feet to a point at the northerly line of Athena Drive; thence along the same by a curve to the left having a radius of 125 feet and an arc distance of 58.97 feet to a point; thence still by the same by a curve to the left having a radius of 40 feet and an arc distance of 38.90 feet to a point and place of beginning. Being Lot No. 7 in the Rolling Acres subdivision.

EXCEPTING AND RESERVING all coal, oil, gas and mining rights as may have been reserved in prior deeds.

FURTHER UNDER AND SUBJECT to the protective covenants attached to the Deed of Howard J. Oldknow et ux. to Larry R. Reed et ux., dated November 5, 1979 and recorded in Deed Book 789, page 511. Said protective covenants being Exhibit A in said Deed.

BEING the same premises conveyed to Stephen P. DeLong and Theresa L. DeLong by deed of Charles DeLong, Jr. and Audrey Ann DeLong, husband and wife, dated March 9, 1984, recorded in the Office of the Register and Recorder of Clearfield County, Pennsylvania at Deed Book Volume 937, page 155.



Brett A. Solomon, Esquire

00-946-CO

Release of Judgment

Know All Men By These Presents: That DEPOSIT BANK, a Pennsylvania Corporation, is the holder of a judgment against

STEPHEN P. DELONG and THERESA A. DELONG, husband and wife

filed in the Prothonotary's Office of Clearfield County on the 13th day of October, 2000, as follows: #00-946 CD in the amount of Twenty Eight Thousand Eighty Eight Dollars and 65 Cents (\$28,088.65); which is an encumbrance upon the property situate in said State and County described as follows, to-wit:

See Attached Exhibit "A"

WHEREAS, the said Stephen P. Delong and Theresa A. Delong has requested the said Deposit Bank to release the premises from the judgment;

NOW THEREFORE, the said Deposit Bank, 2 East Long Avenue, P. O. Box 607A, DuBois, Pennsylvania 15801, in consideration of the sum of ONE DOLLAR (1.00), lawful money, in hand paid by the said Stephen P. Delong and Theresa A. Delong, at the execution hereof, the receipt whereof was hereby acknowledged, remised, released, quit claimed, exonerated and discharged and by these presents do remise, release, quit claim, exonerate and discharge the above encumbered property from the encumbrance of the two judgments set forth above.

PROVIDED, always nevertheless, nothing herein contained shall effect, alter or diminish the obligations of Stephen P. Delong and Theresa A. Delong, to Deposit Bank.

Witness hand and seal, this 2nd day of July, 2001.

Signed, Sealed, and Delivered in Presence of:

Attest:

John G. Baker SVP

DEPOSIT BANK

By: John G. Baker Pres

FILED

JUL 17 2001
01a561atly Hopkins
William A. Shaw pd 7.00
Prothonotary Satwto
Atty Hopkins

Commonwealth of Pennsylvania)
County of Clearfield) :ss:

On this, the 2nd day of July, 2001, before me, the undersigned officer, personally appeared Dan Stover, who acknowledged himself to be the President (title) of Deposit Bank, a Pennsylvania corporation, and that he as such President (title), being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President (title).

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

My Commission Expires:

Kathryn E. Brantzander
Notary Public

Notarial Seal
Kathryn E. Swartzlander, Notary Public
DuBois, Clearfield County
My Commission Expires Aug. 29, 2004

Member, Pennsylvania Association of Notaries

EXHIBIT A

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

BEGINNING at a point at the northerly margin of Athena Drive; said point also being at the easterly line of Lot No. 6 in the Rolling Acres subdivision; **THENCE** along the easterly line of Lot No. 6 North $18^{\circ} 35' 52''$ West 223.92 feet to a point; **THENCE** along the southerly line now or formerly of B&S Railroad, North $72^{\circ} 00' 00''$ East 135 feet to a point; **THENCE** along the westerly line of Lot No. 8 in said subdivision South $8^{\circ} 19' 05''$ West 242.87 feet to a point at the northerly line of Athena Drive; **THENCE** along the same

by a curve to the left having a radius of 125 feet and an arc distance of 58.97 feet to a point; **THENCE** still by the same by a curve to the left having a radius of 40 feet and an arc distance of 38.90 feet to a point and **PLACE OF BEGINNING**. BEING Lot No. 7 in the Rolling Acres subdivision.

EXCEPTING AND RESERVING all coal, oil, gas and mining rights as may have been reserved in prior deeds.

FURTHER UNDER AND SUBJECT to the protective covenants attached to the Deed of Howard J. Oldknow, et ux., to Larry R. Reed, et ux., dated November 5, 1979, and recorded in Deed Book 789, page 511. Said protective covenants being Exhibit "A" in said Deed.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)
P.R.C.P. 3180 TO 3183 and Rule 3257

DEPOSIT BANK, a division of _____)
FIRST COMMONWEALTH BANK _____) No. _____ Term 1999 E.D.
)
) No. _____ Term ____ A.D.
)
vs. _____)
) No. 946 Term 2000
)
STEPHEN P. DeLONG and _____)
THERESA DeLONG _____)

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

ALL the right, title, interest and claims of Stephen P. DeLong and Theresa L. DeLong of, in and to the following described property:

ALL that certain parcel situate in the City of DuBois, being more fully described at DBV 937, page 155.

HAVING erected thereon a dwelling known as R.D. 2, Box 407, DuBois, PA; Tax Parcel No. 128-D3-113.

Amount Due	\$ 28,088.65
Interest from 6/13/00 to 01/15/01	\$ 851.84
Late Charges	\$ 0.00
Foreclosure Fees	\$ 850.00
Sub-Total	\$ 29,790.49
Costs (to be added by Prothonotary)	\$ <u>17388</u>
Additional interest to date of sale	\$ _____
TOTAL	\$ _____ plus costs

as endorsed,

William L. Thomas
Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

Dated January 16, 2000

(SEAL)

RECEIVED JAN 16 2000

@ 3:36 PM

By:

Deputy

Wesley A. Wadkins
by Margaret N. Pitt

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____ Term 1999 E.D.
No. _____ Term A.D.
No. 946 Term 2000

Deposit Bank, a division of First
First Commonwealth Bank,

vs.

Stephen P. DeLong and
Theresa DeLong

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Pro Pd.

Judg. Fee

Cr.

Sat.

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

Address: 1500 One PPG Place
Pittsburgh, PA 15222

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10623

DEPOSIT BANK, a division of FIRST COMMONWEALTH

00-946-CD

VS.

DELONG, STEPHEN AND THERESA

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 6, 2001, AT 9:40 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, APRIL 6, 2001, 10:00 AM O'CLOCK.

NOW, FEBRUARY 6, 2001, AT 9:40 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON STEPHEN P. DELONG, DEFENDANT, AT HIS PLACE OF RESIDENCD, R.D. #2, BOX 407, DUBOIS, CLEARFIELD COUNTY PENNSYLVANIA, 15801, BY HANDING TO STEPHEN P. DELONG, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, FEBRUARY 6, 2001, AT 9:40 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON STEPHEN P. DELONG, HUSBAND OF THERESA DELONG, DEFENDANT, AT HIS PLACE OF RESIDENCE, R.D. #2, BOX 407, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO STEPHEN P. DELONG, HUSBAND OF THERESA DELONG, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MARCH 21, 2001, RECEIVED A LETTER FROM DEBBIE PARANAY, PARALEGAL FOR TUCKER ARENSBERG, P.C., THAT SALE IS TO BE POSTPONED TO JULY 6, 2001, DUE TO A FIRE AT THE PROPERTY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10623

DEPOSIT BANK, a division of FIRST COMMONWEALTH

00-946-CD

VS.

DELONG, STEPHEN AND THERESA

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 4, 2001, RECEIVED A LETTER FROM DEBBIG PARANAY, PARALEGAL FOR TUCKER ARENSGERG, P.C., THAT WRIT IS TO BE STAYED AS THE PROPERTY HAS BEEN CONDEMNED.

NOW, OCTOBER 17, 2001, RETURN WRIT AS "NO SALE" HELD DUE TO PROPERTY BEING CONDEMNED. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$168.84

SURCHARGE 40.00

PAID BY ATTORNEY

FILED
01341
OCT 18 2001

William A. Shaw
Prothonotary
CKH

Sworn to Before Me This

18th Day Of October 2001

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

So Answers,

Chester Hawkins
by Margaret H. Pott
Chester A. Hawkins
Sheriff

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Writer's Direct Dial: (412) 594-5554

March 19, 2001

Office of the Sheriff
Clearfield County
1 North Second Street, Suite 116
Clearfield, PA 16830

Re: Deposit Bank, a division of First Commonwealth Bank,
vs. Stephen P. DeLong and Theresa DeLong
Case No. 00-946-CD; Sale Date April 6, 2001

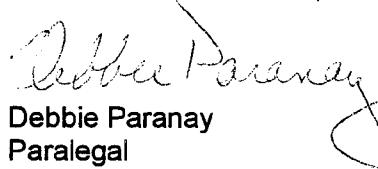
Dear Sheriff:

This office represents First Commonwealth Bank, the Plaintiff in the above matter. Due to a fire at the property scheduled for the above sale, we hereby request that the above captioned sale be postponed until the July 6, 2001 sale date. Please announce this postponement at the time and place scheduled for the April 6, 2001 sale.

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

Very truly yours,

TUCKER ARENSBERG, P.C.



Debbie Paranay
Paralegal

:djp
Enclosures
pc: Christopher J. Richardson, Esquire
Brett A. Solomon, Esquire

147273.1:BF
17950-26422

COPY

2/2

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

Pittsburgh Airport Area • Greensburg • Harrisburg

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

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

(412) 594-5554

Writer's Direct Dial:

April 2, 2001

Office of the Sheriff
Clearfield County
1 North Second Street, Suite 116
Clearfield, PA 16830

Re: Deposit Bank, a division of First Commonwealth Bank,
vs. Stephen P. DeLong and Theresa DeLong
Case No. 00-946-CD; Sale Date July 6, 2001 (postponed from April 6, 2001)

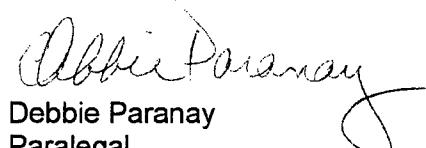
Dear Sheriff:

This office represents First Commonwealth Bank, the Plaintiff in the above matter. Please stay the writ in this matter as the property has been condemned. The Bank has realized no monies in this matter. We will await your final bill for costs and poundage.

If you have any questions or need anything further from this office, please do not hesitate to contact me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.


Debbie Paranay
Paralegal

:djp

pc: Mr. Terry Henry
Christopher J. Richardson, Esquire
Brett A. Solomon, Esquire

148402.1:BF
17950-26422

COPY

4-4-01

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

Pittsburgh Airport Area • Greensburg • Harrisburg

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

REAL ESTATE SALE

REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, _____, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the _____ day of _____ 2001, I exposed the within described real estate of

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

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	<u>30.00</u>
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING	
TOTAL SHERIFF COSTS	<u>\$ 168.84</u>

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	<u>6.00</u>
TRANSFER TAX 2%	
TOTAL DEED COSTS	<u>\$</u>

COPY

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

Chester A. Hawkins, Sheriff

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 28,088.65
INTEREST from 6-13-00 TO 1-15-01	851.84

TOTAL DEBT & INTEREST	<u>\$ 28,940.49</u>
----------------------------------	---------------------

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	<u>—</u>
ADVERTISING	<u>—</u>
LATE CHARGES & FEES	<u>535.68</u>
TAXES-Collector	<u>—</u>
TAXES-Tax Claim	<u>—</u>
COSTS OF SUIT-To Be Added	<u>—</u>
LIST OF LIENS	<u>140.00</u>
MORTGAGE SEARCH	<u>—</u>
ACKNOWLEDGEMENT	<u>—</u>
DEED COSTS	<u>—</u>
ATTORNEY COMMISSION	<u>168.84</u>
SHERIFF COSTS	<u>60.75</u>
LEGAL JOURNAL AD	<u>—</u>
REFUND OF ADVANCE	<u>—</u>
REFUND OF SURCHARGE	<u>—</u>
PROTHONOTARY	<u>\$ 173.88</u>
FORECLOSURE FEES	<u>—</u>

TOTAL COSTS	<u>\$ 905.27</u>
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