

00-984-CD  
MELTON BANK, W.A. -vs- KENNETH M. LUZIER et al

DUNAWAY, WENDY MCCORMICK,  
GERACE & MCGLAUGHLIN  
ATTORNEYS AT LAW  
919 UNIVERSITY DRIVE  
STATE COLLEGE, PA. 16801

①

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

(11) MELLON BANK, N.A.,  
Plaintiff

: NO. 00-984-CS  
:  
:  
:  
:  
:  
:  
:  
:  
:  
:

v.

(64) KENNETH M. LUZIER and  
(54) JOAN L. LUZIER, (54)  
Defendants

**NOTICE TO DEFEND**

TO THE ABOVE NAMED DEFENDANT:

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 pleading and notice are served by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claim set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice of any money claimed in the pleading or for any other claims or relief requested by our client. You may lose money or property or other rights important to you.

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

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

DUNAWAY, WEYANDT, MCCORMICK  
GERACE & MCGLAUGHLIN

**FILED**

AUG 14 2000

William A. Shaw  
Prothonotary

By: 

Ronald S. McGlaughlin, Esquire  
Attorney for Plaintiff  
919 University Drive  
State College, PA 16801  
(814) 231-1850

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

MELLON BANK, N.A.,	:
Plaintiff	: NO.
	:
v.	:
	:
KENNETH M. LUZIER and	:
JOAN L. LUZIER,	:
Defendants	:

**COMPLAINT IN MORTGAGE FORECLOSURE**

1. Plaintiff-Mortgagee is Mellon Bank, N.A., a corporation having its principal office at Two Mellon Bank Center, Pittsburgh, Allegheny County, Pennsylvania 15259.

2. Defendants-Mortgagors are Kenneth M. Luzier and Joan L. Luzier whose last known address is 734 West Long Avenue, DuBois, Pennsylvania 15801.

3. At all times material to the Plaintiff's cause of action, the Defendants have been the owners of a tract of land and building erected thereon, herein called "land", located in the City of DuBois, County of Clearfield, Commonwealth of Pennsylvania. The land which is the subject of this action is described as follows:

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

BEGINNING at a post on West Long Avenue and corner of lot of Neil Lawless; thence in a Westerly direction, along line of West Long Avenue, 50 feet to a post at intersection of West Long Avenue and Ridge Street; thence in a Northerly direction along line of Ridge Street, 42 feet, more or less, to an angle in line of Ridge Street; thence still by Ridge Street in a Northerly direction, 80 feet, more or less, to a post at line of Lot No. 52½ as per A. Bell's Addition to DuBois and being a common corner with Neil Lawless land and land formerly owned by L. Garthwaite; thence by line of land of Neil Lawless, 126 feet, more or less, to a post in line of West Long Avenue and place of beginning. Known on the plot of John Rumbarger's Addition to DuBois as part of Lot No. 237.

BEING the same premises as described in the deed from Pamela Ann Trzyna and Wanda Irene Trzyna, Executrix of the Estate of Stanley T. Trzyna to Kenneth M. Luzier and Joan L. Luzier dated December 21, 1995 and recorded in Clearfield County Deed Book Vol. 1728, page 191.

4. On or about January 21, 1999, in consideration of a loan of \$45,362.00 made by Mellon Bank, N.A., to Defendants, the Defendants executed and delivered to Mellon Bank, N.A., a Note secured by a Mortgage on the land obligating Defendants to pay Mellon Bank, N.A., \$45,362.00 with interest at the rate of 8.00% per annum in 179 monthly payments of \$322.70 each and one monthly payment of \$35,073.22. The Mortgage was recorded on January 22, 1999 in the Recorder of Deeds of Clearfield County as Instrument No. 199901036. A true and correct copy of this Mortgage is attached hereto as Exhibit "A" and is incorporated herein by reference.

5. The Defendants are in default with respect to the said Mortgage and Note because they have failed to make the payments due for the months of October, 1999, through June, 2000.

6. Under the terms of the Mortgage Note attached hereto as Exhibit "B" and incorporated herein by reference, Defendants are obligated to pay Plaintiff as follows:

Unpaid Principal Balance:	\$45,362.00
Interest Through 4/20/00:	2,706.14
Late Charges:	<u>\$ 161.35</u>
TOTAL:	\$48,229.49

with an attorney's commission of 20%, interest accruing at the rate of \$9.31 per day, costs and expenses to be added.

7. All payments made by Defendants and other credits due to them have been applied to the amounts due as provided in the Note and the Mortgage.

8. The Defendants are the present owners of the land.

9. Plaintiff has complied with the requirements of Act 6 of January 30, 1974, by forwarding a Notice of Intention to Foreclose to the Defendants on February 11, 2000, by certified mail. A true and correct copy of the notice is attached hereto as Exhibit "C" and incorporated herein by reference.

10. Plaintiff has complied with the requirements of Act 91 of 1983 by forwarding the required notice by certified mail to the Defendants. A true and correct copy of the notice is attached hereto as Exhibit "D".

11. A true and correct copy of the certified mail receipts by which the notices were mailed to Defendants and received by Defendants, or returned by the U.S. Post Office, are attached hereto as Exhibit "E".

12. Defendants have made no response to the Act 6 and Act 91 notices.

13. Plaintiff has performed all conditions precedent to its right to payment under the Mortgage and Note.

WHEREFORE, Plaintiff requests the entry of judgment in mortgage foreclosure against the Defendants in favor of Plaintiff in the amount of \$48,229.49 together with all interest, reasonable attorney's commission, expenses and costs of this suit.

DUNAWAY, WEYANDT, McCORMICK,  
GERACE & McGLAUGHLIN

By: 


Ronald S. McGlaughlin, Esquire  
Attorney for Plaintiff  
919 University Drive  
State College, PA 16801  
(814) 231-1850

**VERIFICATION**

COMMONWEALTH OF PENNSYLVANIA :  
: SS:  
COUNTY OF ALLEGHENY :

I, LAURA CORTAZZO, state that I am Foreclosure Supervisor of Mellon Bank, N.A., and verify that the statements made in the Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

MELLON BANK, N.A.

By:   
\_\_\_\_\_  
Laura Cortazzo

Date: 8/2/00



## Pennsylvania - Residential Property

IL-286 Rev.(9/94) L.C. 8/94 LD 9/97

This Mortgage is made this 21 day of JANUARY

1999, between

KENNETH M. LUZIER

JOAN L. LUZIER

(hereinafter called "Mortgagor") and

MELLON BANK, N. A.

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

Whereas, KEN LUZIER

JOAN LUZIER

(hereinafter individually and collectively called "Borrower")  
(is) (are) indebted to Mortgagee in the principal sum of

\*\*\*\$45,362.00\*\*\*

Dollars (\$ 45362.00)

evidenced by a note, contract or letter of credit application

("the Note") dated JANUARY 21, 1999 ;

To secure the payment of all sums due or which may become due under the Note and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Note and this Mortgage, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell and convey unto Mortgagee and its successors

and assigns all that certain property situated in \_\_\_\_\_

CLEARFIELD County,

Pennsylvania, and more particularly described in Exhibit "A", attached hereto and made a part hereof;

TAX ID: 193-48-0238 1

734 W. LONG AVE.

DUBOIS, PA 15801

**Together With All** the buildings and improvements erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property");

**To Have And To Hold** the same unto Mortgagee and its successors and assigns, **Forever.**

**Provided, However, that upon payment in full of the Obligation, the estate hereby granted shall be discharged.**

**Mortgagor represents, warrants, covenants, and agrees that:**

**First:** Mortgagor will keep and perform all the covenants and agreements contained herein.

**Second:** Without prior written consent of Mortgagee, Mortgagor shall not cause or permit legal or equitable title to all or part of the Mortgaged Property to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

**Third:** Mortgagor warrants that Mortgagor owns the fee simple title to the Mortgaged Property free and clear of all liens, claims, and encumbrances except those to which Mortgagee has consented in writing. Mortgagor covenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Mortgagee in writing.

**Fourth:** Mortgagor will pay when due all taxes, assessments, levies, and other charges on or against the Mortgaged Property which may attain priority over the lien of this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies, or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

**Fifth:** Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the written consent of Mortgagee, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on

**EXHIBIT**

"A"



the Mortgaged Property, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mortgagee.

**Sixth:** The term "hazardous substances" includes any substances, materials, or wastes that are or become regulated by any governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive, or other properties that may be hazardous to human health or the environment, as well as any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended from time to time.

Mortgagor warrants that the Mortgaged Property does not contain any hazardous substances and that no physical conditions hazardous to human health or safety are present on the Mortgaged Property, except as previously disclosed to Mortgagee in writing. Mortgagor will neither cause nor permit the deposit, creation, or presence of any hazardous substances or the creation or existence of any physical condition hazardous to human health or safety on the Mortgaged Property. Mortgagor will comply at Mortgagor's expense with all laws, regulations, rules, ordinances, and orders of courts or governmental agencies regarding the Mortgaged Property, now or hereafter in existence, including but not limited to those relating to hazardous substances. If Mortgagor fails to do so, Mortgagee may, at its option, take any action it deems in its sole discretion to be necessary to effectuate such compliance.

Mortgagee shall have no obligation or liability at any time with regard to hazardous substances or any other physical conditions which may exist on the Mortgaged Property at any time. Mortgagor will indemnify and defend Mortgagee against any and all liabilities or losses of any type whatsoever which Mortgagee may incur by reason of any hazardous substances or other physical conditions which may exist on the Mortgaged Property at any time; provided, however, that if Mortgagee shall acquire sole possession of the Mortgaged Property, Mortgagor shall have no obligation under this paragraph on account of any condition which may thereafter come into existence and which was not caused by a previously existing condition. Mortgagor's obligations under this paragraph shall survive the termination and satisfaction of this Mortgage.

**Seventh:** Mortgagor shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Mortgagee shall require, in such amounts as Mortgagee shall require. Mortgagor will purchase flood insurance as and to the extent required by Mortgagee. The insurer or insurers will be chosen by Mortgagor, subject to approval by Mortgagee; and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Mortgagee and shall be cancelable by the insurer only after prior written notice by the insurer to Mortgagee. Mortgagor shall deliver written evidence of all such insurance to Mortgagee.

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

Subject to the rights of the holders of any prior mortgage, insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Obligation, as Mortgagee may determine in its sole discretion. Mortgagor hereby appoints Mortgagee and its successors and assigns as Mortgagor's attorney-in-fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds.

**Eighth:** Mortgagor hereby agrees to repay to Mortgagee on demand all sums which Mortgagee has elected to pay under Paragraphs Fourth and Seventh and any costs which Mortgagee has incurred in taking actions permitted by Paragraph Sixth, and all such sums, as well as any amounts for which Mortgagor has agreed to indemnify Mortgagee under Paragraph Sixth, shall, until repaid to Mortgagee, be a part of the Obligation and bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Note).

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

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

**Eleventh:** In order to further secure Mortgagee in the event of default in the payment of the Obligation or in the performance by Mortgagor of any of the covenants, conditions, or agreements contained herein, Mortgagor hereby assigns and transfers to Mortgagee and its successors and assigns any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Mortgaged

Property under said leases or otherwise. Mortgagee shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, to take possession of and rent the Mortgaged Property, and to take any action, including legal action, it deems necessary to preserve Mortgagor's or Mortgagee's rights under such leases. Mortgagor shall not collect any rent in advance of the date it is due.

**Twelfth:** In the event that (a) any warranty, covenant, or agreement contained herein is breached; (b) any representation or warranty contained herein or otherwise made by any Mortgagor in connection with this Mortgage proves to be false or misleading; (c) any default occurs under the terms of the Note or any agreement evidencing, securing, or otherwise executed and delivered by any Borrower or Mortgagor in connection with the Obligation; (d) any default occurs under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property; (e) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; (f) any Mortgagor becomes insolvent or makes an assignment for the benefit of creditors; or (g) any action, petition or other proceeding is filed or commenced under any state or federal bankruptcy or insolvency law, by Mortgagor or anyone else, regarding the assets of Mortgagor; then, in addition to exercising any rights which Mortgagee may have under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property

by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Obligation, together with costs of suit and an attorney's commission equal to the lesser of (a) 20% of the amount due or \$500.00, whichever is greater, or (b) the maximum amount permitted by law. Mortgagor hereby forever waives and releases all errors in the said proceedings, stay of execution, and the right of inquisition and extension of time of payment.

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

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

**Fifteenth:** This Mortgage shall be governed in all respects by the laws of Pennsylvania. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

**Signatures**

Witness the due execution and sealing hereof the day and year first above written:

Witness Linda C. Lewis  
 X as to both  
 Witness  
 X  
 Witness  
 X

Mortgagor KENNETH M. LUZIER  
 X Kenneth M. Luzier (Seal)  
 Mortgagor  
 X  
 (Seal)  
 Mortgagor JOAN L. LUZIER  
 X Joan L. Luzier (Seal)  
 Mortgagor  
 X (Seal)

**Certificate of Residence of Mortgagee**

MELLON BANK, N. A. \_\_\_\_\_, Mortgagee within named,

hereby certifies that its principal place of business is at \_\_\_\_\_

MELLON BANK CENTER

PITTSBURGH, PENNSYLVANIA 15258

MELLON BANK, N. A.

By: James A. Nodder  
X**Notarization (Individual)**

COMMONWEALTH OF PENNSYLVANIA

County of Clearfield

On the 21st day of January, 1999, before me personally came  
 KENNETH M. LUZIER JOAN L. LUZIER  
 \_\_\_\_\_, who, being

duly sworn, did acknowledge that they did sign the foregoing instrument, and that the same is their  
 free act and deed. In testimony whereof, I have hereunto subscribed my name.

Notary Public

X

My Commission Expires:

Linda C. Lewis

Notary Seal  
 Linda C. Lewis, Notary Public  
 Clearfield Boro, Clearfield County  
 My Commission Expires July 25, 1999

Notarial Seal  
 Linda C. Lewis, Notary Public  
 Clearfield Boro, Clearfield County  
 My Commission Expires July 25, 1999

\_\_\_\_\_ County

**Recorder's Acknowledgment**

Commonwealth of Pennsylvania

County of \_\_\_\_\_ } ss.

Recorded in the Office of the Recorder of Deeds in and for said County on the \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_, in Mortgage Book Volume \_\_\_\_\_, page \_\_\_\_\_.

Witness my hand and the seal of said office the day and year aforesaid.

Recorder

X

012099 09:59

Page 4 of 5

  
From KENNETH M. LUZIER

JOAN L. LUZIER

To MELLON BANK, N. A.

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Recorder mail to MELLON BANK N.A.  
P.O. BOX 149  
PITTSBURGH, PA 15230-0149

X00208702  
0100 00152

Tax Parcel #:

LEGAL DESCRIPTION:  
ALL THAT CERTAIN PROPERTY SITUATED IN CITY DUBOIS  
IN THE COUNTY OF CLEARFIELD AND STATE OF PENNSYLVANIA  
AND BEING DESCRIBED IN A DEED DATED 12/21/95  
AND RECORDED 12/29/95 AMONG THE LAND RECORDS OF THE COUNTY  
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:  
BOOK 1728 PAGE 191.

734 WEST LONG AVE; PARCEL ID #7-1-20-6428

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# Balloon Promissory Note



(Secured)

Creditor MELLON BANK, N. A.  
MELLON BANK CENTER  
PITTSBURGH, PENNSYLVANIA 15258

THIS LOAN IS PAYABLE IN FULL AT MATURITY. I MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE AMOUNT OF THE FINAL PAYMENT IS SUBSTANTIALLY GREATER THAN PREVIOUS PAYMENTS. THE CREDITOR IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I MAY OWN, OR I WILL HAVE TO FIND A CREDITOR, WHICH MAY BE THE CREDITOR I HAVE THIS LOAN WITH, WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I OBTAIN REFINANCING FROM THE SAME CREDITOR.

Account Number 152-1070747

Date: 12/1/99

IL-2180BL Rev.(5/98) L.C. 3/98 LD 3/98

## Federal Truth in Lending Disclosures

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
8.00 %	\$ 49424.52 (e)	\$ 43412.00	\$ 92836.52

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
179	322.70	Monthly, beginning on 05/26/99 e
1	35073.22	04/26/14 e

Variable Rate (Applicable if checked): ☐ My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

Security: You will have a security interest in:

- ☐ motor vehicle  
☐ mobile home  
☐ securities  
☐ Beneficial interest in land trust  
☐ \_\_\_\_\_  
☒ deposits which I have with you
- ☐ life insurance policy  
☐ deposit account  
☒ real property

U.C.C. filing fees \$ .00  
Fees for encumbering certificate of title \$ .00  
Fee for recording mortgage or deed of trust \$ 17.50  
Recordation tax \$ .00  
Fee for satisfying mortgage or deed of trust \$ 15.50 (e)

Collateral securing other loans with you may also secure this loan. If this loan is secured by a deposit account, the annual percentage rate does not take into account your required deposit.

Late Charge: If a payment is more than 15 days late, I will be charged \$ 20.00 or 10% of the payment, whichever is greater.

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

Assumption: Someone buying the property securing this loan cannot assume the remainder of the loan on the original terms. See the contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

(e) means an estimate

Itemization of the Amount Financed of \$ 43412.00 : \$ XXXXXXXXXX Amount given to me directly  
\$ .00 Amount paid on my account (refinancing of previous loan) SEE AUTHORIZATION TO DISBURSE PROCEEDS

Date	Loan Number	Amount Refinanced
/ /		\$
/ /		\$

Amount paid to others on my behalf: \$ 33.00 to public officials/government agencies \$ to insurance company  
\$ to credit bureau \$ 205.00 to appraiser \$ to notary  
\$ 60.00 to APEX INFO SERVICES \$ to  
\$ 14.00 to TRANSAMERICA \$ to  
\$ to \$ 1,950.00 prepaid finance charge

## Terms of Note

In this note, the words I, me and my refer to anyone signing this note as a Borrower. Each Borrower is responsible for the repayment of all amounts owed under this note, and agrees to all of the terms of this note. The words you and your refer to the creditor named above.

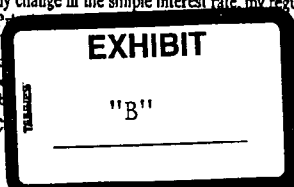
The word Collateral means any personal property in which I am giving you a security interest in this note, or which is covered by any separate security agreement securing this note.

I promise to pay you \$ 45362.00. This amount is called the "Principal Amount". I also promise to pay you interest on the unpaid balance of the Principal Amount at a simple interest rate of .020520548 % per day. Interest will be charged on the unpaid balance of the Principal Amount for each day (including February 29). I will pay the Principal Amount and the interest at any place designated by you, according to the payment schedule shown above. On the last payment date I will pay any part of the Principal Amount and any interest which remains unpaid. I will continue to pay interest at the rate shown above on any part of the Principal Amount as long as it remains unpaid. I agree that any judgment for any part of the Principal Amount will bear interest at the same rate until it is paid.

(Applicable if checked): ☐ If I change, or you require me to change, to Payment Method #2, the simple interest rate on this note will change to % per day.

(Applicable if checked): ☐ The simple interest rate is a discounted rate based on a separate agreement which I have entered into with you. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this note, but I continue to make payments under Payment Method #1, the simple interest rate on this note will change to % per day.

Effective with the first payment that is due at least 30 days after any change in the simple interest rate, my regular monthly payment will be changed to the amount that would be necessary to repay the outstanding balance of the Principal Amount in equal monthly payments. When calculating this new payment amount, you will assume the loan provided for 360 equal payments. The increase in the interest rate, and the resulting adjustment of my regular monthly payment amount, could result in my final payment being due, however, on the date specified in the payment schedule above. If credit disability insurance is available on this loan, and I have selected such insurance, the monthly disability benefit will be added to the original benefit as disclosed on the certificate of insurance.



I understand that making payments on time is essential to avoid default on this note. In addition, if any payment is not made in full within 15 days after it is due, I will pay a late charge of \$20.00 or 10% of the payment, whichever is greater.

I have paid or will pay the following fees and charges:

U.C.C. Filing Fees	\$	
Fees for encumbering certificate of title	\$	
Fees for recording mortgage or deed of trust	\$	17.50
Recordation tax	\$	
Fee for satisfying mortgage or deed of trust (estimated based on current rates)	\$	15.50
Appraisal fee	\$	205.00
Title examination fee	\$	60.00
Title insurance premium	\$	
Notary fee	\$	
Fee for determining flood hazard status of property	\$	14.00
Settlement or closing fee	\$	175.00
Loan origination fee	\$	
Continuing verification of flood status fee	\$	.00
Broker fee	\$	1950.00
Document preparation fee	\$	

I am giving you a security interest in the property described below, including all attachments and parts which are installed in or attached to the property, or which may be installed or attached in the future, and all proceeds of the property and attachments and parts.

Year	Make	Model	Serial Number	Model Number
<input type="checkbox"/> New <input type="checkbox"/> Used				

Payment Methods: I choose to make payments by the method checked below:

☐ Payment Method #1: I authorize you to take payments out of \_\_\_\_\_ on or after the dates they are due. I will keep a large enough balance in this account to cover the full amounts of the required payments (except the final payment which I will pay by cash or check).

☒ Payment Method #2: I will mail or deliver each payment to you so that you will receive it no later than the date it is due.

If I have chosen Payment Method #1, you may require me to change to Payment Method #2 if I fail at any time to have a large enough balance in the deposit account shown above to cover the full amount of a payment (other than the final payment) required under this note, or if the deposit account is closed.

Property Insurance: Insurance against loss of or damage to the Collateral ☒ is required.  
☐ is not required.

Insurer: FARMERS MUTUAL INSURANCE Agent (if known): SWIFT, KENNEDY & COMPANY

Flood insurance ☐ is required in connection with this loan.  
☒ is not required.

If flood insurance or other insurance on real or personal property is required in connection with this loan, I may obtain such insurance from anyone I want that is acceptable to you.

THE ADDITIONAL TERMS ON PAGES 3 AND 4 OF THIS NOTE ARE A PART OF THIS NOTE.

#### Notice to Co-signer

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

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

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

This notice is not the contract that makes you liable for the debt.

#### Signature(s)

BY SIGNING THIS NOTE, I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY OF PAGES 1 THROUGH 4 OF THIS NOTE AND THE DISCLOSURES ON PAGE 1 WITH ALL APPLICABLE BLANKS APPROPRIATELY FILLED IN, PRIOR TO THE CONSUMMATION OF THE TRANSACTION. THE ADDITIONAL TERMS ON PAGES 3 AND 4 ARE PART OF THIS NOTE.

Borrower	KEN LUZIER	Borrower
x	<i>Joan L. Luzier</i> (Seal)	x (Seal)
Borrower	JOAN LUZIER	Borrower
x	(Seal)	x (Seal)

If applicable, this installment loan corresponds to relationship demand deposit account \_\_\_\_\_

NOTICE: If I have a dispute with you regarding my loan, I understand that any check or other instrument I submit to you as payment in full of my loan must be sent or delivered to Mellon Bank, N.A., P.O. Box 535001, Pittsburgh, PA 15253-5001 or any other address for such payments you advise me of in the future.

THIS CORRESPONDS TO A SIMPLE RATE OF 7.49% PER YEAR OF 366 DAYS, THE RATE WILL BE 1/365TH HIGHER THAN WOULD BE THE CASE IN YEARS OF 365 DAYS.

**Additional Terms**

**Events of Default:**

It is a default under this note if: (1) any payment is not made when it is due; (2) I break any promise in this note; (3) you discover any false or misleading statement in this note or in any other information I have given you; (4) anyone attempts to seize, attach, or create a lien on the Collateral under any legal process; (5) the Collateral is lost, destroyed, stolen, or abandoned; (6) I die; (7) I make any assignment for the benefit of creditors; (8) I become insolvent; (9) any petition relating to my debts is filed under any federal or state bankruptcy law; (10) I default under the terms of any lease, mortgage, or deed of trust on the property where the Collateral is kept; (11) anyone attempts to garnish or attach any deposit or other property belonging to me which is in your possession; (12) any insurance policy securing this note matures for any reason; (13) any event occurs which, under the terms of any mortgage or deed of trust securing this note, gives you the right to foreclose on the property securing this note; any person who signs a separate security agreement to secure this note breaks any promise in the security agreement; any person who signs a mortgage, deed of trust, or separate security agreement to secure this note dies, becomes insolvent, or makes any assignment for the benefit of creditors; any petition relating to such a person's debts is filed under any federal or state bankruptcy law; or you discover any false or misleading statement in such a mortgage, deed of trust, or security agreement.

**Your Rights in the Event of Default:**

If any of these events of default occurs, or if I voluntarily give you possession of the Collateral, you have the right, if you choose to do so, to declare all amounts which I owe under this note immediately due, subject to any requirements for notice and a right to cure the default imposed by law. You may, without judicial process, take possession of the Collateral and anything contained in it or attached to it. You can enter any private property in order to do this, so long as you do not commit a breach of the peace. If you tell me to do so, I will deliver the Collateral to any place you choose which is reasonably convenient to both of us.

I must send you a notice by certified mail within 48 hours after you take the Collateral in order to get back any property contained in the Collateral or attached to it which I do not believe is covered by your security interest. If I do not do this, I will lose the right to claim such property.

You can also sue me in court to get the Collateral if you choose to do so. If you employ an attorney who is not your salaried employee to collect any amount which I owe under this note or to protect your rights under this note in any way, I will pay reasonable attorney's fees permitted by law, and costs of any legal proceedings. I hereby waive the benefit of all Indiana valuation and appraisal laws.

**My Duties Regarding the Collateral:**

If I am obtaining this loan in order to purchase any of the Collateral, I will purchase it promptly after receiving the loan proceeds from you. Anyone who has or will have an ownership interest in the Collateral is signing either this note or a separate security agreement. No one else except you has or will have a security interest in the Collateral or any legal rights in it.

I will tell you promptly in writing if I change my address. Unless you keep the Collateral, I will keep it at the address in my loan application or I will tell you in writing where I am keeping it. I will not permanently remove the Collateral from that location unless you give me written permission to do so.

I will not allow the Collateral to be attached to real property or to any other goods without your written permission. I will not allow the Collateral to lose its identity or to be used for any illegal purpose.

If the law of any state requires or permits a certificate of title to be issued covering any of the Collateral, I will make certain that your security interest is noted on the certificate of title. I will see that the certificate of title is delivered to you within 10 days of the date of this note.

I will keep the Collateral in good condition and repair, except for reasonable wear and tear, and will pay all taxes and other charges which may be assessed on it. If I fail to do so, you may, if you choose, take reasonable steps to protect the Collateral and pay such taxes, other charges, or costs of repair and maintenance for me. If you do this, you may require me to reimburse you, immediately or at any later time, for any such taxes, charges, or costs which you have paid. At the time you pay such amounts or at any later time, you may add the unpaid balance of such amounts to the unpaid balance of the Principal Amount of this note. You may require me to pay interest on the unpaid balance of such amounts at the rate shown on page 1 of this note or at any lower rate. You may, if you choose, increase the amount of my monthly payment until I have fully reimbursed you for such amounts.

I will give you written proof of payment of any such taxes or charges and the costs of any repairs, if you request it. You have the right to inspect the Collateral at any reasonable time. If the Collateral is lost, damaged, or destroyed, I will still pay everything I owe under this note.

**Insurance:**

If you require me to, I will insure the Collateral against loss or damage. If you require me to buy flood insurance, I will buy the amount of insurance coverage which you require. Any insurance policy will provide for payment of the insurance proceeds to you to the extent necessary to pay the amounts which I owe under this note. I will give you any insurance policy or a certificate to show that I have it. If I do not buy and maintain the required insurance, or if I do not pay the premiums, you may, if you choose, do these things for me. If you do this and I do not reimburse you for the premiums within a specified time, you may add the unpaid balance of the premiums to the unpaid balance of the Principal Amount of this note. In this case, interest will be charged on the unpaid balance of these premiums at the rate shown on page 1 of this note, beginning on the date you paid the premiums.

I direct all insurance companies providing flood insurance, other insurance on real or personal property, or credit insurance in connection with this loan to pay you any money owed to me (including any premiums which are returned for any reason). You may use any such money to pay amount which I owe under this note. I appoint you as my attorney in fact to endorse my name to any draft or check for such purpose.

**Miscellaneous:**

This note is secured as indicated in the Federal Truth in Lending Disclosures on page 1 of this note. All the provisions of any mortgage, deed of trust, or other separate security agreement which I have signed to secure this note are a part of this note.

I will sign any documents you consider to be necessary, and I will pay all fees and taxes which must be paid to public officials and which are disclosed in the Federal Truth in Lending Disclosures on page 1 of this note, to perfect any security interest which I have given you and to record and satisfy any mortgage which I have given you. I appoint you as my attorney in fact to do whatever you consider to be necessary to acquire and maintain the lien of the mortgage and to perfect and maintain perfection of these security interests.

If at any time you agree to extend the dates on which payments are due under this note, you may charge me a fee for such extension not exceeding \$50.00 for each month or partial month of the extension period (subject to any limitations imposed by law). You may also require me to pay interest for the extension period at the beginning of the extension period, subject to any limitations imposed by law. You have no obligation to agree to any extension; and, subject to any limitations imposed by law, the terms of this paragraph can be changed if you and I later agree to different terms.

If at any time you reasonably believe that the value of the Collateral has become insufficient to secure the amounts which I owe and any amounts which I may owe in the future under this note, I will give you additional collateral.

If any money which I owe under this note is not paid when it is due, you have the right to take that amount from any deposit which I have with you, now or in the future, other than deposits in Individual Retirement Accounts or Keogh (H.R. 10) Plans, or deposits in which the law prohibits you from having a security interest.

You will continue to have any security interests which you have taken in connection with any previous note which is being refinanced by this note. If you have any liens on my property as a result of entering judgment under the terms of any previous note which is being refinanced by this note, you may retain those liens to secure the amounts refinanced. I do not have any defense to the enforcement of any such judgment.

Regardless of the terms of any other document, this note will not be secured by any deposit other than those which I have with you individually or jointly, nor by any other property, unless a security interest in such deposit or other property has been given to you in this note or in a document referring specifically to this note or another extension of credit. Further, this note will not be secured by any real property unless a security interest in such real property has been given to you in a document referring specifically to this note or a previous note which is being refinanced by this note, or you have a lien on such real property as a result of entering judgment under the terms of a previous note which is being refinanced by this note.

I authorize you to pay that part of the Principal Amount shown in the Itemization of the Amount Financed on page 1 of this note as "Amount given to me directly," and any money which you may owe me for any reason in connection with this loan, to any or to all of the persons signing this note as "Borrower." My endorsement of a check for any part of this amount will evidence my consent to payment of that part of the Principal Amount to any other payee named on the check.

If, on any particular occasion or for a period of time, you do not charge me a rate or amount which I am obligated to pay under this note, or charge me a lesser rate or amount, or do not enforce a right or remedy which you have under this note, or enforce a right or remedy to a lesser extent than permitted by this note, you will still have the right to charge the full rate or amount or enforce that right or remedy to its fullest extent at any subsequent time. If I make a partial payment and you accept it, even though it is designated as full payment, I will still owe the rest of the money I should have paid; however, see the notice on page 2 regarding such payments when I have a dispute with you regarding my loan. In addition to the rights and remedies provided in this note, you will have all rights and remedies provided by law.

I may pay all or any part of the Principal Amount before it is due, without any penalty.

The unpaid balance of the Principal Amount for any day is determined by taking the beginning balance for that day, adding any amount which you add to the Principal Amount that day under the terms of this note, and subtracting that portion of any payment which is applied that day to the Principal Amount. Payments will be applied first to interest and any other charges due, then to the Principal Amount. Payments received on Saturdays, Sundays, or holidays will be credited as if made on the following business day.

If I have signed a request for credit insurance, the provisions of that form and the Group Credit Life Insurance Certificate are a part of this note.

If it is determined for any reason that a part of this note is invalid or unenforceable, this will not affect any other part of this note. This note will then be read as if the invalid or unenforceable part were not there.

You can transfer your rights and privileges under this note to anyone you choose. My duties under this note will be performed by my heirs and personal representatives. I will not transfer any rights which I have under this note to anyone. I understand that my obligations to you under this note will not be affected by any divorce proceeding nor by any order of court issued in such a proceeding.

Federal law applies to certain aspects of this Promissory Note, including but not limited to the finance charge. The laws of PENNSYLVANIA will apply to all other aspects of this Note.

Mellon is committed to furnishing complete and accurate information about your relationship with us to consumer reporting agencies. If you believe that the information we report about your account is incomplete, inaccurate or outdated, you may write to us at the following address in order to notify us of a problem concerning our reports: Mellon Bank, N.A., P.O. Box 149, Pittsburgh, PA 15230-0149, ATTN: IL Research.

I/We acknowledge that these are pages 3 and 4 of the Promissory Note (Secured) which I/We have signed on page 2.

KEN LUZIER

JOAN LUZIER

KL  
(Initials)

JL  
(Initials)

(Initials)

(Initials)



DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN  
ATTORNEYS AT LAW  
919 UNIVERSITY DRIVE  
STATE COLLEGE, PA 16801

REED McCORMICK  
CHARLES J. WEYANDT  
ANTHONY J. GERACE, JR.  
RONALD S. McGLAUGHLIN

(814) 231-1850  
FAX (814) 231-1860  
dunlaw@mindspring.com  
February 11, 2000

WAYLAND F. DUNAWAY  
RETIRED

CERTIFIED MAIL #Z 244 073 608

Joan L. Luzier  
734 West Long Avenue  
DuBois, PA 15801

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

Dear Ms. Luzier:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 734 West Long Avenue, DuBois, Pennsylvania 15801, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$322.70 for the months of October, 1999, through January, 2000. Late charges have also accrued in the amount of \$161.35. Interest will accrue on the loan from February 1, 2000, at the rate of \$9.31 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$1,572.98.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$1,572.98, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania or a Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

EXHIBIT

"C"

Joan L. Luzier  
February 11, 2000  
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty-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 foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately May, 2000. A notice of the 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 will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTE TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely yours,



Ronald S. McGlaughlin

RSM/jrc

**DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN**

**ATTORNEYS AT LAW**

**919 UNIVERSITY DRIVE**

**STATE COLLEGE, PA 16801**

**(814) 231-1850**

**FAX (814) 231-1880**

**dunlaw@mindspring.com**  
**February 11, 2000**

**WAYLAND F. DUNAWAY**  
**RETIRED**

**REED McCORMICK**  
**CHARLES J. WEYANDT**  
**ANTHONY J. GERACE, JR.**  
**RONALD S. McGLAUGHLIN**

**CERTIFIED MAIL #Z 244 073 607**

Kenneth M. Luzier  
734 West Long Avenue  
DuBois, PA 15801

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

Dear Mr. Luzier:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 734 West Long Avenue, DuBois, Pennsylvania 15801, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$322.70 for the months of October, 1999, through January, 2000. Late charges have also accrued in the amount of \$161.35. Interest will accrue on the loan from February 1, 2000, at the rate of \$9.31 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$1,572.98.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$1,572.98, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania or a Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Kenneth M. Luzier  
February 11, 2000  
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty-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 foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately May, 2000. A notice of the 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 will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTE TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE 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 UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely yours,



Ronald S. McGlaughlin

RSM/jrc

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

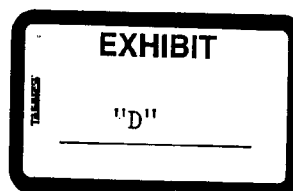
**The Commonwealth of Pennsylvania's  
Homeowner's Emergency Mortgage Assistance  
Program**

may be able to help you.

Read the attached notice to find out how the  
program works.

**If you need more information call the Pennsylvania  
Housing Finance Agency at 1(800) 342-2397**

LANOTIFICACION 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.



**ACT 91 NOTICE**  
**IMPORTANT: NOTICE OF HOMEOWNERS'**  
**EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**PLEASE READ THIS NOTICE.**

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

Date: February 11, 2000  
RE: Account No. 152-1070747

TO: Joan L. Luzier  
FROM: Ronald S. McGlaughlin, Esquire

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is: Laura Cortazzo, Mellon Bank, N.A., Two Mellon Bank Center, Room AB-50, Pittsburgh, Pennsylvania 15259, telephone number (412) 234-6637.

The names and address of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

is \$1,572.98. That sum includes the following: monthly payments in the amount of \$322.70 from October, 1999 through January, 2000 and late charges in the amount of \$161.35.

Your mortgage is also in default for the following reasons: N/A

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked within thirty (30) days of your face-to-face meeting.

*It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.*

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 or 1-800-342-2397 (toll free number). Persons with impaired hearing can call (717) 780-1869.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclosure". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

  
Ronald S. McGlaughlin

RSM/jrc

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

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

**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  
(412) 465-2657  
FAX # (412) 465-5118

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



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

**The Commonwealth of Pennsylvania's  
Homeowner's Emergency Mortgage Assistance  
Program**

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

Date: February 11, 2000  
RE: Account No. 152-1070747

TO: Kenneth M. Luzier  
FROM: Ronald S. McGlaughlin, Esquire

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

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 a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is: Laura Cortazzo, Mellon Bank, N.A., Two Mellon Bank Center, Room AB-50, Pittsburgh, Pennsylvania 15259, telephone number (412) 234-6637.

The names and address of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

is \$1,572.98. That sum includes the following: monthly payments in the amount of \$322.70 from October, 1999 through January, 2000 and late charges in the amount of \$161.35.

Your mortgage is also in default for the following reasons: N/A

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked within thirty (30) days of your face-to-face meeting.

***It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.***

Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional 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 that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 or 1-800-342-2397 (toll free number). Persons with impaired hearing can call (717) 780-1869.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclosure". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

  
Ronald S. McGlaughlin

RSM/jrc

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

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

**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  
(412) 465-2657  
FAX # (412) 465-5118

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

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: Kenneth M. Luzier 734 West Long Ave. DuBois, PA 15801		4a. Article Number 2 044 073 610	
5. Received By: (Print Name) X <i>Kenneth M. Luzier</i>		4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD	
6. Signature (Addressee or Agent) X <i>Kenneth M. Luzier</i>		7. Date of Delivery 2-16-00	
8. Addressee's Address (Only if requested and fee is paid)		8. Addressee's Address (Only if requested and fee is paid)	

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

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> Complete items 1 and/or 2 for additional services. <input type="checkbox"/> Complete items 3, 4a, and 4b. <input type="checkbox"/> Print your name and address on the reverse of this form so that we can return this card to you. <input type="checkbox"/> Attach this form to the front of the mailpiece, or on the back if space does not permit. <input type="checkbox"/> Write "Return Receipt Requested" on the mailpiece below the article number. <input type="checkbox"/> The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.	
3. Article Addressed to: Joan L. Luzier 734 W. Long Ave. DuBois, PA 15801		4a. Article Number 2 044 073 609	
5. Received By: (Print Name) X <i>Joan L. Luzier</i>		4b. Service Type <input type="checkbox"/> Registered <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Certified <input type="checkbox"/> Insured <input type="checkbox"/> COD	
6. Signature (Addressee or Agent) X <i>Joan L. Luzier</i>		7. Date of Delivery 2-16-00	
8. Addressee's Address (Only if requested and fee is paid)		8. Addressee's Address (Only if requested and fee is paid)	

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

Z 244 073 610

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

Sent to	
Kenneth M. Luzier	
Street & Number	
734 W. Long Ave.	
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	\$ 3.20
Postmark or Date	
2/11/00	

PS Form 3800, April 1995

Z 244 073 609

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

Sent to	
Joan L. Luzier	
Street & Number	
734 W. Long Ave.	
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	\$ 3.20
Postmark or Date	
2/11/00	

PS Form 3800, April 1995

EXHIBIT

"E"

Z 244 073 608

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
Joan L. Luzier	
Street & Number	
734 West Long Ave.	
Post Office, State, & ZIP Code	
DuBois, PA 15801	
Postage	\$ .33
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	\$ 2.98
Postmark or Date	
2/11/00	

PS Form 3800, April 1995

Is your RETURN ADDRESS completed on the reverse side?

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

1. ☐ Addressee's Address  
2. ☐ Restricted Delivery  
Consult postmaster for fee.

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

4a. Article Number

Z 244 073 608

4b. Service Type

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

7. Date of Delivery

2-11-00

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

6. Signature (Addressee or Agent)

X Joan L. Luzier

PS Form 3811, December 1994

102505-98-B-0229

Domestic Return Receipt

Z 244 073 607

US Postal Service

**Receipt for Certified Mail**

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	
Kenneth M. Luzier	
Street & Number	
734 West Long Ave	
Post Office, State, & ZIP Code	
DuBois, PA 15801	
Postage	\$ .33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.05
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date	
2/11/00	

PS Form 3800, April 1995

Is your RETURN ADDRESS completed on the reverse side?

PS Form 3811, December 1994

102505-98-B-0229

Domestic Return Receipt

6. Signature (Addressee or Agent)

X Kenneth M. Luzier

5. Received By: (Print Name)

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

7. Date of Delivery

2-11-00

3. Article Addressed to:

Kenneth M. Luzier  
734 West Long Ave.  
DuBois, PA 15801

4a. Article Number

4b. Service Type

☐ Registered  
☐ Express Mail  
☐ Return Receipt for Merchandise  
☐ COD

☒ Certified  
☐ Insured

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

1. ☐ Addressee's Address  
2. ☐ Restricted Delivery  
Consult postmaster for fee.

PS Form 3811, December 1994

102505-98-B-0229

Domestic Return Receipt

Thank you for using a Return Receipt Service

FILED

01/15/2000

2 cc SHH

William A. Shaw  
Prothonotary

Att'y P'd  
8.00

RONALD S. MCGLAUGHLIN

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

MELLON BANK, N.A.

00-984-CD

VS

LUZIER, KENNETH M.

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW AUGUST 17, 2000 AT 1:08 PM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON KENNETH M. LUZIER,  
DEFENDANT AT RESIDENCE 734 WEST LONG AVE., DUBOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH M.  
LUZIER A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN  
MORTGAGE FORCLOSURE AND MADE KNOWN TO HIM THE CONTENTS  
THEREOF.

SERVED BY: MCINTOHS/COUDRIET

NOW AUGUST 17, 2000 AT 1:08 PM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON JOAN L. LUZIER,  
DEFENDANT AT RESIDENCE 734 WEST LONG AVE., DUBOIS,  
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KENNETH M.  
LUZIER, HUSBAND A TRUE AND ATTESTED COPY OF THE ORIGINAL  
COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE  
CONTENTS THEREOF.

SERVED BY: MCINTOSH/COUDRIET

34.21 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

18<sup>th</sup> DAY OF SEPT. 2000  
[Signature]

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

SO ANSWERS,

Chester A. Hawkins  
by Marilyn Hamr

CHESTER A. HAWKINS  
SHERIFF

FILED

SEP 18 2000  
6/4:00/10  
William A. Shaw  
Prothonotary



DUNAWAY, WERNAND, MCCORMICK

GERALD B. MCGOUGHAN

ANTHONY'S XI EAV

919 UNIVERSITY DRIVE

STATE COLLEGE, PA. 16801

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

MELLON BANK, N.A.,  
Plaintiff

v.

KENNETH M. LUZIER and  
JOAN L. LUZIER,  
Defendants

: NO. 00-984-CD  
:  
:  
:  
:  
:  
:

**FILED**

FEB 14 2001

**William A. Shaw**  
**Prothonotary**

**PRAECIPE FOR DEFAULT JUDGMENT**

TO THE PROTHONOTARY:

Enter judgment in the above-captioned action for the Plaintiff and against the Defendants for failure to file an answer pursuant to Rule 1037 of the Rules of Civil Procedure.

Assess damage as follows:

Unpaid Principal Balance:	\$45,362.00
Interest Through 4/20/00:	2,706.14
Late Charges:	<u>\$ 161.35</u>
TOTAL:	\$48,229.49

with an attorney's commission of 20%, interest accruing at the rate of \$9.31 per day, costs and Notice of Default Judgment was given as required by Pa.R.C.P. 237.1. The Certificate of Giving Notice of Intention to File Praecipe for Default Judgment with a copy of the Notice are attached as Exhibit "A".

DUNAWAY, WEYANDT, MCCORMICK  
GERACE & MCGLAUGHLIN

By: 

Ronald S. McGlaughlin, Esquire  
Attorney for Defendants  
919 University Drive  
State College, PA 16801  
(814) 231-1850

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

MELLON BANK, N.A.,  
Plaintiff

:  
: NO. 00-984-CD  
:

v.

KENNETH M. LUZIER and  
JOAN L. LUZIER,  
Defendants

**CERTIFICATE OF GIVING NOTICE OF INTENTION  
TO FILE PRAECIPE FOR DEFAULT JUDGMENT**

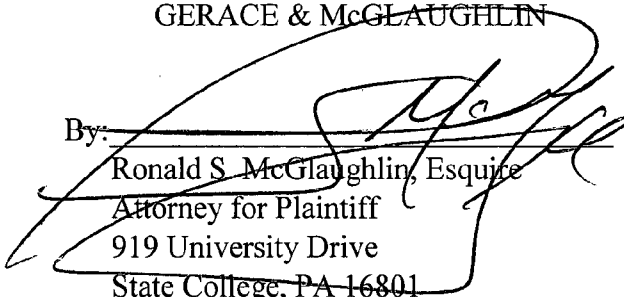
The undersigned attorney for Plaintiff does hereby certify that written Notice of Intention to File Praecipe for Default Judgment was given to the Defendants and/or Defendants' attorney by depositing the same to them in the United States Mail, postage prepaid on the 29th day of September, 2000, addressed as follows:

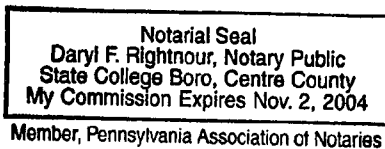
Kenneth M. Luzier  
734 West Long Avenue  
DuBois, PA 15801

Joan L. Luzier  
734 West Long Avenue  
DuBois, PA 15801

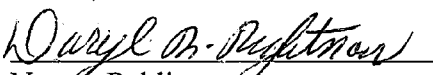
A copy of the Notice is marked Exhibit "1" and by reference made a part hereof.

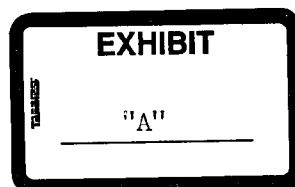
DUNAWAY, WEYANDT, McCORMICK,  
GERACE & McGLAUGHLIN

By:   
Ronald S. McGlaughlin, Esquire  
Attorney for Plaintiff  
919 University Drive  
State College, PA 16801  
(814) 231-1850



Sworn to subscribed before me  
this 3rd day of November,  
2000.

  
Notary Public



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

MELLON BANK, N.A.,  
Plaintiff

v.

KENNETH M. LUZIER and  
JOAN L. LUZIER,  
Defendants

:  
: NO. 00-984-CD  
:  
:  
:  
:  
:  
:

TO: Kenneth M. Luzier

DATE OF NOTICE: September 29, 2000

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

DUNAWAY, WEYANDT, McCORMICK,  
GERACE & McGLAUGHLIN

By: 

Ronald S. McLaughlin, Esquire

Attorney for Plaintiff

919 University Drive

State College, PA 16801

**EXHIBIT**

"1"

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

MELLON BANK, N.A.,  
Plaintiff

:  
: NO. 00-984-CD  
:

v.

KENNETH M. LUZIER and  
JOAN L. LUZIER,  
Defendants

:  
:  
:  
:  
:  
:

TO: Joan L. Luzier

DATE OF NOTICE: September 29, 2000

**IMPORTANT NOTICE**

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

Court Administrator  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641, Ext. 5982

DUNAWAY, WEYANDT, McCORMICK,  
GERACE & McGLAUGHLIN

By: 

Ronald S. McGlaughlin, Esquire  
Attorney for Plaintiff  
919 University Drive  
State College, PA 16801  
(814) 231-1850

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

MELLON BANK, N.A.,	:	
Plaintiff	:	NO. 00-984-CD
	:	
v.	:	
	:	
KENNETH M. LUZIER and	:	
JOAN L. LUZIER,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Praecipe for Default Judgment was hereby served by depositing same within the custody of the United States Postal Service, First Class, postage prepaid, addressed to the following:

Kenneth M. Luzier  
734 West Long Avenue  
DuBois, PA 15801

Joan L. Luzier  
734 West Long Avenue  
DuBois, PA 15801

DUNAWAY, WEYANDT, MCCORMICK  
GERACE & MCGLAUGHLIN

By: 

Ronald S. McGlaughlin, Esquire  
Attorney for Defendants  
919 University Drive  
State College, PA 16801  
(814) 231-1850

Date: 2/13/01

FILED

NOV 11 2001

Atty pd. 20.00

(23)

William A. Shaw  
Prothonotary

Notices to Defendants  
Statement to Atty

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

MELLON BANK, N.A.,  
Plaintiff

v.

KENNETH M. LUZIER and  
JOAN L. LUZIER,  
Defendants

:  
: NO. 00-984-CD  
:  
:  
:  
:  
:  
:

COPY

**NOTICE OF ENTRY OF JUDGMENT**

TO: Kenneth M. Luzier  
734 West Long Avenue  
DuBois, PA 15801

Pursuant to Pennsylvania Rule of Civil Procedure Rule 236, please take notice that judgment in mortgage foreclosure has been entered against you by Mellon Bank, N.A. assessed as follows:

Unpaid Principal Balance:	\$45,362.00
Interest Through 4/20/00:	2,706.14
Late Charges:	<u>\$ 161.35</u>
TOTAL:	\$48,229.49

with an attorney's commission of 20%, interest accruing at the rate of \$9.31 per day, costs and expenses to be added.

---

Prothonotary



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

MELLON BANK, N.A.,  
Plaintiff

v.

KENNETH M. LUZIER and  
JOAN L. LUZIER,  
Defendants

:  
: NO. 00-984-CD  
:  
:  
:  
:  
:

COPY

**NOTICE OF ENTRY OF JUDGMENT**

TO: Joan L. Luzier  
734 West Long Avenue  
DuBois, PA 15801

Pursuant to Pennsylvania Rule of Civil Procedure Rule 236, please take notice that judgment in mortgage foreclosure has been entered against you by Mellon Bank, N.A. assessed as follows:

Unpaid Principal Balance:	\$45,362.00
Interest Through 4/20/00:	2,706.14
Late Charges:	<u>\$ 161.35</u>
TOTAL:	\$48,229.49

with an attorney's commission of 20%, interest accruing at the rate of \$9.31 per day, costs and expenses to be added.

---

Prothonotary

COPY

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

Mellon Bank, N.A.  
Plaintiff(s)

No.: 2000-00984-CD

Real Debt: \$48,229.49

Atty's Comm:

Vs.

Costs: \$

Int. From:

Kenneth M. Luzier  
Joan L. Luzier  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 14, 2001

Expires: February 14, 2006

Certified from the record this 14th day of February, 2001.

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

MELLON BANK, N.A.,	:	
Plaintiff	:	NO. 00-984-CD
	:	
v.	:	
	:	
KENNETH M. LUZIER and	:	
JOAN L. LUZIER,	:	
Defendants	:	

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

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

BEGINNING at a post on West Long Avenue and corner of lot of Neil Lawless; thence in a Westerly direction, along line of West Long Avenue, 50 feet to a post at intersection of West Long Avenue and Ridge Street; thence in a Northerly direction along line of Ridge Street, 42 feet, more or less, to an angle in line of Ridge Street; thence still by Ridge Street in a Northerly direction, 80 feet, more or less, to a post at line of Lot No. 52½ as per A. Bell's Addition to DuBois and being a common corner with Neil Lawless land and land formerly owned by L. Garthwaite; thence by line of land of Neil Lawless, 126 feet, more or less, to a post in line of West Long Avenue and place of beginning. Known on the plot of John Rumbarger's Addition to DuBois as part of Lot No. 237.

BEING the same premises as described in the deed from Pamela Ann Trzyna and Wanda Irene Trzyna, Executrix of the Estate of Stanley T. Trzyna to Kenneth M. Luzier and Joan L. Luzier dated December 21, 1995 and recorded in Clearfield County Deed Book Vol. 1728, page 191.

with an attorney's commission of 20%, interest accruing at the rate of \$9.31 per day, costs and expenses to be added.

William A. Brown

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

Q 2:32 PM

Chester A. Hawkins  
by Margaret H. Pitt

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

Sheriff Docket # 11102

MELLON BANK

00-984-CD

VS.

LUZIER, KENNETH M.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JUNE 27, 2001, AT 11:00 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, AUGUST 3, 2001, AT 10:00AM

NOW, JULY 2, 2001, AT 8:05 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JOAN LUZIER, DEFENDANT, AT HER PLACE OF RESIDENCE, 734 WEST LONG AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO JOAN LUZIER, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER CONTENTS THEREOF.

NOW, JULY 3, 2001, AT 8:52 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON KENNETH M. LUZIER, DEFENDANT, AT CLEARFIELD COUNTY SHERIFF'S OFFICE, COURTHOUSE, 1 NORTH SECOND STREET, SUITE 116, CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO KENNETH M. LUZIER, 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, AUGUST 3, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.

NOW, AUGUST 29, 2001, RECEIVED ATTORNEY CHECK #31477 IN THE AMOUNT OF THREE THOUSAND THREE HUNDRED EIGHTY DOLLARS AND SEVENTY-FIVE CENTS (\$3,380.75) FOR COSTS DUE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11102

MELLON BANK

00-984-CD

VS.

LUZIER, KENNETH M.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, AUGUST 30, 2001, PAID COSTS DUE ON SALE. COSTS WERE PAID FROM  
ADVANCE WITH ATTORNEY PAYING REMAINING COSTS.

NOW, FEBRUARY 11, 2002, RECEIVE FAX FROM ATTORNEY MCGLAUGHLIN THAT  
SMOKE TEST HAS BEEN COMPLETED, WOULD LIKE DEED FILED.

NOW, FEBRUARY 12, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE  
PLAINTIFF PURCHASING THE PROERTY FOR ONE (\$1.00) DOLLAR PLUS COSTS.  
COSTS WERE PAID ON AUGUST 30, 2001, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$214.84

SURCHARGE \$ 40.00

PAID BY ATTORNEY

**FILED**

FEB 19 2002

0191521 rdc

William A. Shaw  
Prothonotary

Sworn to Before Me This

19th Day of February 2002

*William A. Shaw*

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

So Answers,

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



DUNAWAY, WEYANDT, McCORMICK  
GERACE & McGLAUGHLIN  
ATTORNEYS-AT-LAW  
GENERAL ACCOUNT

MELLON BANK, N.A.  
STATE COLLEGE, PA 16801

31477  
60-559 827  
313

Three Thousand Three Hundred Eighty \*\*\*\*\* 75/100

DATE  
Aug 27/2001

AMOUNT  
\$3,380.75

PAY  
TO THE  
ORDER  
OF

Clearfield County Sheriff Chester A. Hawkins

Remaining Costs - Mellon/Luzier

*Phyllis Harmon*

MP

Ex-11102

⑈031477⑈ ⑆031305596⑆ 55⑈03420⑈

COPY

**Dunaway, Weyandt, McCormick, Gerace & McGlaughlin**

919 University Drive  
State College, PA 16801  
(814) 231-1850  
Fax: (814) 231-1860

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**TO:** Clearfield County Sheriff's Office  
**FAX:** 765-5915  
**FROM:** Ronald S. McGlaughlin/Jackie  
**DATE:** 2/11/02  
**SUBJECT:** Luzier, Kenneth M. and Joan L.

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YOU SHOULD RECEIVE 2 PAGE(S), INCLUDING THIS COVER SHEET. IF YOU  
DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (814) 231-1850.

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**COMMENTS:**

Attached please find a copy of the smoke test results we received from the City of DuBois for property previously owned by Kenneth M. and Joan L. Luzier at 734 West Long Avenue, DuBois. If you need anything from us in order to file the Sheriff's Deed, please let us know.

COPY



JAN-16-02 (WED) 15:08 NTG FORECLOSURE AREA

TEL: 4122547226

P.002

Jan-15-02 03:59P Larr: Savio

JAN-15-2002 15:14

EDRED REALTY ASSOCIATES

412-856-3104

8143751849 P.01

P.02

*City of Dubois*

SMOKE TEST 9:30 am

Date 1/08/02

Location

734 W. Long Ave

Name

Ronald S. McLaughlin

Passed

X

Failed

Reason

EW TEAuthorized Signature  
Sewer Dept. City of Dubois

COPY

## SCHEDULE OF DISTRIBUTION

NOW, AUGUST 6, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 3rd day of AUGUST 2001, I exposed the within described real estate of KENNETH M. LUZIER AND JOAN L. LUZIER

to public venue or outcry at which time and place I sold the same to MELLON BANK, N.D.  
 he/she being the highest bidder, for the sum of \$ 1.00 + COSTS  
 and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		9.88
LEVY		15.00
MILEAGE		9.88
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE		
ADD'L LEVY		1.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING		15.00
BILLING - PHONE - FAX		5.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>214.84</b>

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
<b>TOTAL DEED COSTS</b>	<b>\$</b>	<b>20.50</b>

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 45,362.00
INTEREST THROUGH 4-20-00	2,706.14

<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 48,068.14</b>
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COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING	\$	673.92
LATE CHARGES & FEES		
TAXES-Collector	\$	941.83
TAXES-Tax Claim	\$	2,268.66
COSTS OF SUIT-To Be Added		
LIST OF LIENS	\$	140.00
MORTGAGE SEARCH		
ACKNOWLEDGEMENT		
DEED COSTS	\$	20.50
ATTORNEY COMMISSION		
SHERIFF COSTS	\$	214.84
LEGAL JOURNAL AD	\$	81.00
REFUND OF ADVANCE		
REFUND OF SURCHARGE		
PROTHONOTARY	\$	40.00

<b>TOTAL COSTS</b>	<b>\$</b>	<b>4,380.75</b>
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DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFF WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

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

MELLON BANK, N.A.,  
Plaintiff

v.

KENNETH M. LUZIER and  
JOAN L. LUZIER,  
Defendants

:  
: NO. 00-984-CD  
:  
:  
:  
:  
:  
:

**PRAECIPE FOR WRIT OF EXECUTION**

TO THE PROTHONOTARY:

ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:

- (1) Directed to the Sheriff of Clearfield County, Pennsylvania;
- (2) against Kenneth M. Luzier and Joan L. Luzier, Defendants;
- (3) 

Unpaid Principal Balance:	\$45,362.00
Interest Through 4/20/00:	2,706.14
Late Charges:	\$ 161.35
TOTAL:	\$48,229.49

with an attorney's commission of 20%, interest accruing at the rate of \$9.31 per day, costs and expenses to be added.

DUNAWAY, WEYANDT, McCORMICK,  
GERACE & McGLAUGHLIN

**FILED**

JUN 07 2001

William A. Shaw  
Prothonotary

By: 

Ronald S. McGlaughlin, Esquire  
Attorney For Plaintiff  
919 University Drive  
State College, PA 16801  
(814) 231-1850

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

MELLON BANK, N.A.,	:	
Plaintiff	:	NO. 00-984-CD
	:	
v.	:	
	:	
KENNETH M. LUZIER and	:	
JOAN L. LUZIER,	:	
Defendants	:	

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within Praecipe for Writ of Execution was hereby served by depositing same within the custody of the United States Postal Service, First Class, postage prepaid, addressed to the following:

Kenneth M. Luzier  
734 West Long Avenue  
DuBois, PA 15801

Joan L. Luzier  
734 West Long Avenue  
DuBois, PA 15801

DUNAWAY, WEYANDT, McCORMICK,  
GERACE & McGLAUGHLIN

By: 

Ronald S. McGlaughlin, Esquire  
Attorney for Plaintiff  
919 University Drive  
State College, PA 16801  
(814) 231-1850

Date: 6/4/01

FILED

JUN 07 2001  
M1345/att  
William A. Shaw  
Prothonotary

McLaughlin  
PD #2000  
Lewis Sherry  
~~for~~

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

MELLON BANK, N.A.,  
Plaintiff  
v.  
KENNETH M. LUZIER and  
JOAN L. LUZIER,  
Defendants

:  
: NO. 00-984-CD  
:  
:  
:  
:  
:  
:

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
COUNTY OF CLEARFIELD :

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

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

BEGINNING at a post on West Long Avenue and corner of lot of Neil Lawless; thence in a Westerly direction, along line of West Long Avenue, 50 feet to a post at intersection of West Long Avenue and Ridge Street; thence in a Northerly direction along line of Ridge Street, 42 feet, more or less, to an angle in line of Ridge Street; thence still by Ridge Street in a Northerly direction, 80 feet, more or less, to a post at line of Lot No. 52½ as per A. Bell's Addition to DuBois and being a common corner with Neil Lawless land and land formerly owned by L. Garthwaite; thence by line of land of Neil Lawless, 126 feet, more or less, to a post in line of West Long Avenue and place of beginning. Known on the plot of John Rumbarger's Addition to DuBois as part of Lot No. 237.

BEING the same premises as described in the deed from Pamela Ann Trzyna and Wanda Irene Trzyna, Executrix of the Estate of Stanley T. Trzyna to Kenneth M. Luzier and Joan L. Luzier dated December 21, 1995 and recorded in Clearfield County Deed Book Vol. 1728, page 191.

with an attorney's commission of 20%, interest accruing at the rate of \$9.31 per day, costs and expenses to be added.

DATED: JUNE 7, 2001

William A. Rouse

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