

00-991-CD  
S & T BANK -vs- BRUNIE R. HORCHEN et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

BRUNIE R. HORCHEN AND  
VICTORIA L. BRANCA a/k/a  
VICTORIA L. HORCHEN

Defendants.

CIVIL DIVISION

NO. 00-991-CD

ISSUE NUMBER:

TYPE OF PLEADING:

Civil Action - Complaint in  
Mortgage Foreclosure

FILED ON BEHALF OF:  
S&T Bank, Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Kevin D. Hughes, Esquire  
Pa. I.D. #83291

GRENEN & BIRSIK, P.C.  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

**FILED**

AUG 15 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	) CIVIL DIVISION
	)
Plaintiff,	) NO.
	)
v.	)
	)
BRUNIE R. HORCHEN AND	)
VICTORIA L. BRANCA a/k/a	)
VICTORIA L. HORCHEN,	)
	)
Defendants.	)

NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claim set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you. YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU SHOULD NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

David S. Meholick, Court Administrator  
Clearfield County Courthouse  
230 East Market Street  
Clearfield, PA 16830  
(814) 765-2641

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,	) CIVIL DIVISION
	)
Plaintiff,	) NO.
	)
v.	)
	)
BRUNIE R. HORCHEN AND	)
VICTORIA L. BRANCA a/k/a	)
VICTORIA L. HORCHEN,	)
	)
Defendants.	)

**CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE**

S&T Bank, by its attorneys, Grenen & Birsic, P.C., files this Complaint in Mortgage Foreclosure as follows:

1. The Plaintiff is S&T Bank, which has its principal place of business located at 800 Philadelphia Street, Indiana, Pennsylvania 15701, and is authorized to do business in the Commonwealth of Pennsylvania.

2. The Defendants, Brunie R. Horchen and Victoria L. Branca a/k/a Victoria L. Horchen, are individuals whose last known address is 5 Larissa Court, DuBois, Pennsylvania 15801.

3. On or about February 28, 1996, Defendants executed a Note in favor of Plaintiff in the original principal amount of \$183,900.00. A true and correct copy of the Note is marked Exhibit "A," attached hereto and made a part hereof.

4. On or about February 28, 1996, as security for payment of the aforesaid Note, Defendants made, executed and delivered to Plaintiff an Open-End Construction Mortgage (hereinafter "Mortgage") in the original principal amount of \$183,900.00 on the

premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on March 4, 1996, in Mortgage Book Volume 1741, Page 328. A true and correct copy of said Mortgage containing a description of the premises subject to said Mortgage is marked Exhibit "B," attached hereto and made a part hereof.

5. Defendants are the record and real owners of the aforesaid mortgaged premises.

6. Defendants are in default under the terms of the aforesaid Mortgage and Note for, *inter alia*, failure to pay the monthly installments of principal and interest when due. Defendants are due for the January, 2000 payment.

7. On or about February 28, 2000, Defendants were mailed Notices of Homeowner's Emergency Mortgage Assistance Act of 1983 in compliance with the Homeowner's Emergency Mortgage Assistance Act, Act 91 of 1983 ("Act 91 Notices"). A true and correct copy of the Act 91 Notices mailed to Defendants are attached hereto as Exhibit "C" and made a part hereof.

8. Defendants applied for Homeowners Emergency Mortgage Assistance loan, and said application was denied on June 30, 2000. A true and correct copy of the Homeowners Emergency Mortgage Assistance loan program denial letter is attached hereto as Exhibit "D" and made a part hereof.

9. On or about February 28, 2000, Defendants were mailed Notices of Intention to Foreclosure Mortgage in compliance with Act 6 of 1974, 41 P.S. §101 et seq. A true and correct copy of the Act

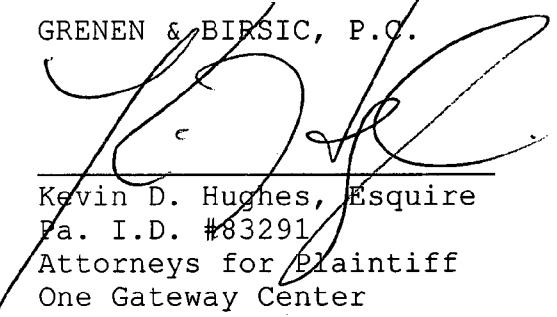
6 of 1974 41 P.S., et seq., Notice of Intention to Foreclose mailed to Defendants is attached hereto as Exhibit "E" and made a part hereof.

10. The amount due and owing Plaintiff by Defendants is as follows:

Principal	\$169,982.00
Interest through 7/25/00	\$ 7,172.65
Late Charges through 7/25/00	\$ 385.15
Attorney's fees	\$ 900.00
Title Search, Foreclosure and Execution Costs	<u>\$ 2,500.00</u>
<b>TOTAL</b>	<b>\$180,939.80</b>

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of \$180,939.80 with interest thereon at the rate of \$33.67 per diem from July 25, 2000, and additional late charges, additional reasonable and actually incurred attorney's fees, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

By:

  
GRENEN & BIRSIC, P.C.  
Kevin D. Hughes, Esquire  
Pa. I.D. #83291  
Attorneys for Plaintiff  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222

**THIS IS AN ATTEMPT TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**EXHIBIT “A”**



## PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No.	Cal	Collateral	Account	Officer	Initial
\$183,900.00	02/28/1996	09/04/2026	0060	50	50	100037/000	715	

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

**Borrower:** Brunie R. Horchen  
Victoria L. Branca  
210 Hand Street  
DuBois, PA 15801

**Lender:** S & T BANK  
DuBois Regional Office  
614 Liberty Boulevard  
DuBois, PA 15801

**Principal Amount:** \$183,900.00

**Initial Rate:** 7.250%

**Date of Note:** February 28, 19

**PROMISE TO PAY.** I promise to pay to S & T BANK ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Eighty Three Thousand Nine Hundred & 00/100 Dollars (\$183,900.00) or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance. The interest rate will not increase above 13.250%.

**PAYMENT.** I will pay this loan in accordance with the following payment schedule:

6 consecutive monthly interest payments, beginning April 4, 1996, with interest calculated on the unpaid principal balances at an interest rate of 7.250% per annum; 60 consecutive monthly principal and interest payments of \$1,254.52 each, beginning October 4, 1996, with interest calculated on the unpaid principal balances at an interest rate of 7.250% per annum; and 300 consecutive monthly principal and interest payments in the initial amount of \$1,426.94 each, beginning October 4, 2001, with interest calculated on the unpaid principal balances at an interest rate of 3.000 percentage points over the Index described below. My final payment of \$1,426.94 will be due on September 4, 2026. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled and that the Index does not change; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

Interest on this Note during the initial interest only payment period is computed on a 365/365 simple interest basis; that is, by applying the ratio of annual interest rate over the number of days in a year, multiplied by the outstanding principal balance, multiplied by the actual number of days principal balance is outstanding. Interest on this Note during the permanent loan phase is computed on a 30/360 simple interest basis; that is, with exception of odd days in the first payment period, monthly interest is calculated by applying the ratio of the annual interest rate over a year of 360 days multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days is calculated on the basis of the actual days to the next full month and a 360-day year. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and the remaining amount to any unpaid collection costs and late charges.

**VARIABLE INTEREST RATE.** The interest rate on this Note is subject to change from time to time based on changes in an independent index which is the Weekly Average Yield on United States Treasury Securities, Adjusted to a Constant Maturity of (5) Five Years (the "Index"). The Index is necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notice to me. Lender will tell me the current Index rate upon my request. I understand that Lender may make loans based on other rates as well. The interest rate change will not occur more often than each 60 months. The Index currently is 5.840% per annum. The interest rate on this Note will be based on the Index value plus a margin, rounded to the nearest .250 percent. The interest rate or rates to be applied to the unpaid principal balance of this Note will be the rate or rates set forth above in the "Payment" section. Notwithstanding any other provision of this Note, the variable interest rate or rates provided for in this Note will be subject to the following minimum and maximum rate. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 4.250% per annum or more than the lesser of 13.250% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any time on this loan will not exceed 3.000 percentage points.

**PREPAYMENT.** I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay with or without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

**LATE CHARGE.** If a payment is 15 days or more late, I will be charged 5.000% of the regularly scheduled payment.

**DEFAULT.** I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) I default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of my property or my ability to repay this Note or perform my obligations under this Note or any of the Related Documents. (d) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (e) I die or become incompetent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (f) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes garnishment of any of my accounts with Lender. (g) Any of the events described in this default section occurs with respect to any guarantor of this Note.

**LENDER'S RIGHTS.** Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance of this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the interest rate applicable to this Note at the time judgment is entered. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. This Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

laws of the Commonwealth of Pennsylvania.

**RIGHT OF SETOFF.** I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA and Keogh accounts, and all in accounts for which the grant of a security interest would be prohibited by law. I authorize Lender, to the extent permitted by applicable law, to char or setoff all sums owing on this Note against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to all Lender to protect Lender's charge and setoff rights provided on this paragraph.

**COLLATERAL.** This Note is secured by two (2) Mortgages dated February 28, 1996 on real property located in Clearfield County, Commonwealth Pennsylvania.

**LINE OF CREDIT.** This Note evidences a straight line of credit. Once the total amount of principal has been advanced, I am not entitled to further to advances. I agree to be liable for all sums either: (a) advanced in accordance with the instructions of an authorized person or (b) credited to any my accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or Lender's internal records, including daily computer print-outs.

**CONSTRUCTION EXTENSION PROVISION.** If I/we) and the Bank agree that the construction has not been completed within six months anticipated, the Bank and I/we) may agree to extend the period for interest only payments for a period of up to three (3) additional months. There is obligation on the part of the Bank to grant this extension, however, if an extension is granted, the payments of principal together with interest shall begin on a date designated by the Bank and the term of the loan and the final payment date shall be similarly extended, and this Note together with the Mortgage shall remain in full force and effect until payment in full on the final payment date, as extended.

**GENERAL PROVISIONS.** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

**PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF COMPLETED COPY OF THE NOTE.**

**BORROWER:**

 Brunie R. Horchen

 Victoria L. Branca

Signed, acknowledged and delivered in the presence of:

Jenny L. Connor  
Witness  
 Triston D. Dutrey  
Witness

Variable Rate. .

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b (c) 1996 CPI ProServices, Inc. All rights reserved. (PA-D20 E3.21 F3.21 P3.21 HORCHEN.LN R20.O)

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**EXHIBIT "B"**

RECORDATION REQUESTED!

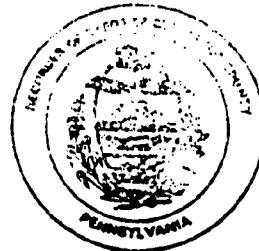
S & T BANK  
614 Liberty Boulevard  
DuBois, PA 15801

WHEN RECORDED MAIL TO:

S & T BANK  
ATTN: \_\_\_\_\_  
PO BOX 190  
INDIANA, PA 15701

3/4/96  
CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:50 P.M.  
BY Karen L. Starck  
FEES \$27.50  
Karen L. Starck, Recorder

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



*Karen L. Starck*  
Karen L. Starck  
Recorder of Deeds

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



**OPEN - END CONSTRUCTION MORTGAGE  
THIS MORTGAGE SECURES FUTURE ADVANCES  
THIS IS A PURCHASE MONEY MORTGAGE**

THIS MORTGAGE IS DATED FEBRUARY 28, 1996, between Brunie R. Horchen and Victoria L. Branca, whose address is 210 Hand Street, DuBois, PA 15801 (referred to below as "Grantor"); and S & T BANK, whose address is 614 Liberty Boulevard, DuBois, PA 15801 (referred to below as "Lender").

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

**SEE EXHIBIT "A" WHICH IS ATTACHED HERETO, INCORPORATED HEREIN, AND MADE A PART  
HEREOF AS THOUGH FULLY SET FORTH HEREIN. FURTHER REFERENCE PRIOR DEED, DEED BOOK  
1741, PAGE 313.**

The Real Property or its address is commonly known as Lot #77 Coke Hill Estates, DuBois, PA 15801.

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

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

**Grantor.** The word "Grantor" means Brunie R. Horchen and Victoria L. Branca. The Grantor is the mortgagor under this Mortgage.

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

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

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. The liens and security interests created pursuant to this Mortgage covering the Indebtedness which may be created in the future shall relate back to the date of this Mortgage.

**Lender.** The word "Lender" means S & T BANK, its successors and assigns. The Lender is the mortgagee under this Mortgage.

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

**Purchase Money Mortgage.** If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

**Note.** The word "Note" means the promissory note or credit agreement dated February 28, 1996, in the original principal amount of \$183,900.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

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

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

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

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

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

**Possession and Use.** Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance on, under, about or from the Property by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, about or from the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous waste and hazardous substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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

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

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

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

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

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of an coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of fifteen (15) days' prior written notice to Lender and nothing containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is obtainable, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available whichever is less.

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

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

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

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

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

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

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

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

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

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

be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**False Statements.** Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

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

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

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied

within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor die or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOTICES TO GRANTOR AND OTHER PARTIES.** Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, certified or registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any lien which has priority over this Mortgage, and notices pursuant 42 Pa. C.S.A. Section 8143, et seq., shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

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

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

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

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

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time

held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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

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

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

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

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

**ADDITIONAL LOAN COLLATERAL PROVISIONS.** This Mortgage is one (1) of two (2) counterparts securing one (1) Note of the same date in the amount of \$183,900.00.

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

**GRANTOR:**

 (SEAL)

Brunie R. Horchen

 (SEAL)

Victoria L. Branca

Signed, acknowledged and delivered in the presence of:

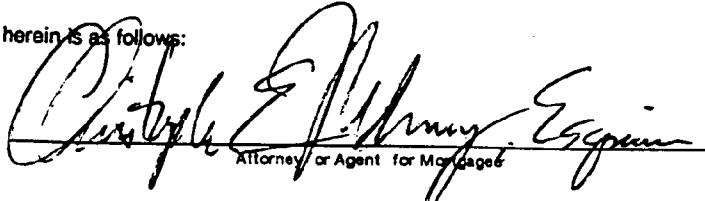
 Witness  
  Witness

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### CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagor, S & T BANK, herein is as follows:

614 Liberty Boulevard, DuBois, PA 15801

  
Christopher E. Murphy, Esquire  
Attorney or Agent for Mortgagor

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF PENNSYLVANIA )  
 ) 88  
COUNTY OF CLEARFIELD )

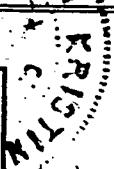
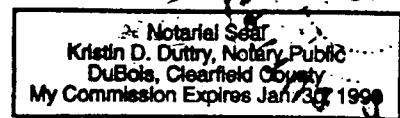
On this, the 28th day of February, 1996, before me Kristin D. Duttry, the undersigned Notary Public, personally appeared Brunie R. Horchen and Victoria L. Branca, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Kristin D. Dutcher

Notary Public in and for the State of Pennsylvania

LASER PRO, Reg. U.S. Pat. & T.M. Off., Var. 3.20b (c) 1998 CFI ProServices, Inc. All rights reserved. [PA-G03 E3.21 F3.21 P3.21 HORCHEN LIN R20.0V1]



ALL that certain piece or parcel of land, situate, lying and being Lot No. 77 of the Coke Hill Estates Subdivision, in the City of Du Bois, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

**BEGINNING** at a point on the western right-of-way of Larissa Court Road in the Coke Hill Estates Subdivision located in the City of Du Bois, Pennsylvania, said point being the northeast corner of the lot herein being described and also the southeast corner of Lot No. 76; **THENCE** along said western right-of-way, S 06 degrees-21'-30"E one hundred (100.00) feet to a point at the northeast corner of Lot No. 78; **THENCE** along Lot No. 78 S 83 degrees-38'-30"W, one hundred ninety-nine and twenty-hundredths (199.20) feet to the boundary line of the Du Bois Country Club and the center line of an existing electric transmission line, **THENCE** along said boundary and transmission line N 06 degrees-21'-29"W, one hundred (100.00) feet to the southwest corner of Lot No. 76; **THENCE** along Lot No. 76, N 83 degrees-38'-30"E, one hundred ninety-nine and twenty hundredths (199.20) feet to a point on the western right-of-way of Larissa Court Road and the place of beginning.

CONTAINING 0.46 acres more or less and being known as Lot No. 77 in the Coke Hill Estates Subdivision in the City of DuBois, Pennsylvania.

**EXCEPTING** and reserving a right-of-way easement ten (10.00) feet wide for the construction and maintenance of utility lines along and adjacent to the road right-of-ways.

UNDER AND SUBJECT, nevertheless, to the express conditions and restrictions as appear below which Grantees, for themselves, their heirs and assigns, by acceptance of this indenture, agree with the Grantors, their heirs and assigns, that said restrictions and conditions may be amended, expanded, or eliminated, either in part or in entirety from future conveyances by the Grantors from its lands:

1. No lot shall be used except for single family residential dwelling purposes. All houses built on said premises will contain at least 1232 square feet of living area. Anything under 1232 square feet must meet approval of Grantor or its successors or assigns.
2. All dwellings and accessories thereto constructed shall be in accordance with the ordinances in effect as ordained by the City of DuBois except the side set backs shall be ten (10') feet accessory buildings will match exterior of dwelling.

3. Every owner of a lot in the subdivision shall be conclusively presumed to have covenanted, by acquiring title to his lot (regardless of the means of such title acquisition) to connect to City of DuBois water and sewer lines and to pay charges for water and sewer services and to pay charges for water and sewer services as may be charged by City of DuBois. The application for the said hookup shall be handled in cooperation with and coordinated through TORRELL AND BERNARDO REMODELING & CUSTOM HOMES or its successors or assigns.
4. UNDER AND SUBJECT to the condition that all utility lines in the subdivision including but not limited to electric, gas and telephone cable, must be placed underground.
5. UNDER AND SUBJECT to the condition that a residential structure be constructed and completed within two (2) years from the date hereof. It is further understood and agreed that in the event said structure is not completed within two (2) years from the date hereof, the within conveyance shall become null and void and title thereto shall revert to Grantors herein, their heirs and assigns. Grantors herein do agree, however, that in the case of said reversion or retaking, they shall reimburse to the Grantees the original purchase price less any and all amounts expended by them for the transfer taxes, real estate taxes, attorney's fees and closing costs of the original transaction as well as all costs involved in the transfer necessitated by the reversion or retaking.
6. It is expressly covenanted and agreed by and between the parties hereto that as further consideration of the Grantors' conveying the above described premises to Grantees, the Grantee shall within a period of two (2) years from the date of conveyance and within sufficient time to comply with the restrictions specifically set forth in No. 5 herein, enter into a contract which shall be prepared by TORRELL AND BERNARDO REMODELING & CUSTOM HOMES for the construction of at least a shell of a residential dwelling which contract shall specify that all construction of said residential shell, (which will include all excavating, the placement of a cement footer foundation, foundation work, exterior finish and the placement of all interior partition) shall be completed by TORRELL AND BERNARDO REMODELING & CUSTOM HOMES. Should the said TORRELL AND BERNARDO REMODELING & CUSTOM HOMES cease the conduct of its business prior to the parties' entry of a Construction Contract as set forth herein, the provisions of this paragraph shall be null and void.
7. After completion of exterior of house, buyer has one year to install yard.

8. It is expressly covenanted and agreed by and between the parties hereto that in the event a contractor or contracting firm other than TORRELL AND BERNARDO REMODELING & CUSTOM HOMES is hired by Grantees to complete construction of the residential structure or accessories thereto other than said shell construction as set forth in Item 6 above, Grantees shall not permit said contractor or contracting firm to at anytime place signs with the name of the contractor or contracting firm or any other means of advertisement by the contractor or contracting firm in the said subdivision.
9. Grantor reserves for itself, its successors and assigns, for the purposes incident to its development of the real property subject to these restrictions, a 7.6 foot wide easement along all property boundary lines for the purpose of construction, operation and maintenance of culvert pipes and/or utility lines and mains. Grantor also reserves the right to trim, cut and remove any trees and brush and to locate guide wires and braces wherever necessary for the installation, operation and maintenance together with the right to install, operate and maintain gas, water and sewer mains and other services for the convenience of the property owners and appurtenances thereto.
10. On each lot, the rights of way and easements area reserved by Grantor shall be maintained continuously by the lot owner but no structures, plantings or other material shall be placed or permitted to remain or other activities undertaken which may damage or interfere with the installation or maintenance of culvert pipes and/or utilities, which may change the direction of flow of drainage channels in the easements, which may obstruct or retard the flow of water through drainage channels in the easements, or which damage or interfere with established slope ratios or create erosion or sliding problems, provided however that where the existing location of a drainage channel would hinder the orderly development of a lot, the drainage channel may be relocated, provided such relocation does not cause any encroachment on any other lot in the subdivision. Improvements with such area shall also be maintained by the respective lot owner except for those which a public authority or utility company is responsible.
11. Any other excavation or changing of water tables, besides what is specified in the contract, buyer will be responsible for their own ENS plans.
12. UNDER AND SUBJECT to the condition that Grantees shall not encumber the subject premises or use the same as collateral for any loan unless and until such time as they have entered into a contract for the construction of a residential dwelling with TORRELL AND BERNARDO REMODELING & CUSTOM HOMES and the said lot may only be used as collateral to obtain purchase

money to construct the residential dwelling required by said restrictions. Notwithstanding that said lot may be encumbered to obtain purchase money necessary to complete construction of said shell and residential dwelling in order to comply with restrictions more particularly set forth in numbers 1 through 8 herein. After said time period that the residential premises is constructed, this clause concerning restrictions on encumbering the same shall be null and void and there shall be no restrictions on encumbering the same.

UNDER AND SUBJECT to all sewer lines in, on or underlying said premises with the right to go on said premises to repair, maintain and replace the same.

FURTHER UNDER AND SUBJECT to all exceptions and reservations and easements of record or which can be determined by inspection of the premises.

FURTHER UNDER AND SUBJECT to right of City of DuBois to construct, repair or replace any culvert pipes or for construction or repair of any utility lines which may run on, under, or upon the subject premises.

BEING the same premises which became vested in the Mortgagors herein by deed of Torrell and Bernardo Remodeling and Custom Homes by Deed dated February 21, 1996, not yet recorded but intended to be recorded contemporaneously herewith.

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**EXHIBIT "C"**

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM  
may be able to help save your home.  
This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
at 1-800-342-2397  
Persons with impaired hearing can call 717-780-1869

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

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



RESOURCE RECOVERY

456 MAIN STREET • P.O. BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

February 28, 2000

BRUNIE R HORCHEN  
VICTORIA L (BRANCA) HORCHEN  
5 LARISSA COURT  
DUBOIS PA 15801

RE: Mortgage Loan #368-01000177095 Note number 00003

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

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

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

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

Brunie R. Horchen  
Victoria L. (Branca) Horchen  
February 28, 2000  
Page 2 of 4

Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

### **HOW TO CURE YOUR MORTGAGE DEFAULT**

The MORTGAGE held by S & T Bank on your property located in the City of DuBois and two parcels in Sandy Township, Clearfield County, State of Pennsylvania, IS SERIOUSLY IN DEFAULT (because you have not made the monthly payments for the months of January and February, 2000 for a total of \$2,401.26). Late charges (and other charges) have also accrued to date in the amount of \$85.00. The total amount past due required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is **\$2,486.26**.

You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

Brunie R. Horchen  
Victoria L. (Branca) Horchen  
February 28, 2000  
Page 3 of 4

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If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, **S & T BANK INTENDS TO EXERCISE ITS RIGHTS TO ACCELERATE THE MORTGAGE DEBT.** This means that the entire outstanding balance of this debit will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

The mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If S & T Bank refers your case to its attorneys, but you cure the delinquency before S & T Bank begins legal proceedings against you, you will still be required to pay the reasonable attorney's fees that were actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay all reasonable attorney's fees actually incurred by S & T Bank even if they exceed \$50.00. Any attorney's fees will be added to the amount you owe S & T Bank, which may also include other reasonable costs. **IF YOU CURE THE DEFAULT WITHIN THE THIRTY (30) DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.**

S & T 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 (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by S & T Bank and by performing any other requirements under the mortgage. **CURING YOUR DEFAULT IN THE MANNER SET FORTH IN THIS NOTICE WILL RESTORE YOUR MORTGAGE TO THE SAME POSITION AS IF YOU HAD NEVER DEFAULTED.**

It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by S & T Bank at any time.

Brunie R. Horchen  
Victoria L. (Branca) Horchen  
February 28, 2000  
Page 4 of 4

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You    may or   X   may not sell or transfer your home to a buyer or transferee who will assume the mortgage debt, provided that all the outstanding payments, charges and attorney's fees and costs are paid prior to or at the sale and that the other requirements of the mortgage are satisfied.

You may also have the right TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR.) TO ASSERT THE NONEXISTENCE OF A DEFAULT IN ANY FORECLOSURE PROCEEDING OR ANY OTHER LAWSUIT INSTITUTED UNDER THE MORTGAGE DOCUMENTS. TO ASSERT ANY OTHER DEFENSE YOU BELIEVE YOU MAY HAVE TO SUCH ACTION BY S & T BANK. TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

Very truly yours,

Timothy A. Hockman  
Resource Recovery Officer

TAH/amg  
Enclosure

**CLEARFIELD COUNTY**

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

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

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
Fax: (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

**EXHIBIT “D”**

**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**Homeowners' Emergency Mortgage Assistance Loan Program**

Payments

2101 North Front Street  
P.O. Box 15206  
Harrisburg, PA 17105-5206

General Information (717) 780-3940  
General Information 1-800-342-2397  
TDD # For Hearing Impaired (717) 780-1869  
FAX # (717) 780-3995

Correspondence

2101 North Front Street  
P.O. Box 15530  
Harrisburg, PA 17105-5530

6/30/2000

S&T BANK-COLLECTIONS DEPT.  
456 MAIN STREET  
PO BOX D  
BROCKWAY, PA. 15824

SUBJECT:  
BRUNIE R HORCHEN  
5 LARISSA CT  
DUBOIS, PA. 15801

Your application for a HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE LOAN has been DENIED pursuant to Act 91 of 1983, 35 P.S. Section 168.401-C et seq. and/or Agency Guidelines 12 PA Code Section 31.201 et seq. for the following reasons:

DELETED IN LENDER'S COPY

You may be entitled to an appeal hearing if you disagree with our decision. We must receive a written request for a hearing within 15 days of the postmark date of this letter. (Appeal requests must be in writing; a verbal request is not acceptable). The hearing may be conducted by a telephone conference call; therefore, you must include your telephone number. Requests for hearings must state the reason(s) that a hearing is requested and must be sent first class, registered or certified mail to: Chief Counsel - Hearing Request, PHFA/HEMAP, 2101 North Front Street, P.O. Box 15628, Harrisburg, Pennsylvania, 17105-5628. The Agency will attempt to schedule the hearing within thirty (30) days after the request is received. When sending your appeal, please be sure to print your name legibly and include your social security number.

You have a right to be represented by an attorney in connection with your appeal. If you cannot afford an attorney you may be eligible for Legal Services representation. You can contact a Legal Services representative through the following toll free number: 1-800-732-3545. Please be aware that scheduling an appeal hearing does not necessarily stay foreclosure proceedings.

DISCLOSURE OF USE OF INFORMATION OBTAINED FROM OUTSIDE SOURCE:

1. Disclosure inapplicable.

The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided that the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C.

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**EXHIBIT "E"**

# TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The Commonwealth of Pennsylvania's  
HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE  
PROGRAM

may be able to help save your home.

This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice.

If you need more information call the  
PENNSYLVANIA HOUSING FINANCE AGENCY  
at 1-800-342-2397  
Persons with impaired hearing can call 717-780-1869

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

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



RESOURCE RECOVERY

456 MAIN STREET • PO BOX D • BROCKWAY, PA 15824 • 814-268-1130  
FAX 814-268-1126

February 28, 2000

BRUNIE R HORCHEN  
VICTORIA L (BRANCA) HORCHEN  
5 LARISSA COURT  
DUBOIS PA 15801

RE: Mortgage Loan #368-01000177095 Note number 00003

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

**YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM  
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PAYMENTS AND
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Brunie R. Horchen  
Victoria L. (Branca) Horchen  
February 28, 2000  
Page 2 of 4

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Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with S & T Bank, you have the right to apply for financial assistance from the Homeowner's Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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You may cure the default within **THIRTY (30) DAYS** of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO S & T BANK, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD**. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

S & T Bank  
Resource Recovery Department  
456 Main Street, PO Box D  
Brockway, PA 15824

Brunie R. Horchen  
Victoria L. (Branca) Horchen  
February 28, 2000  
Page 3 of 4

If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, S & T BANK INTENDS TO EXERCISE IT RIGHTS TO ACCELERATE THE MORTGAGE DEBT. This means that the entire outstanding balance of this debit will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, S & T Bank also intends to instruct its attorneys to start legal action to **FORECLOSE UPON YOUR MORTGAGED PROPERTY.**

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It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be APPROXIMATELY 6 MONTHS FROM THE DATE OF THIS NOTICE. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what is required or action will be by contacting a representative from S & T Bank at:

S & T Bank  
Resource Recovery Department  
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Brockway, PA 15824  
Phone: 814-268-1130 Fax: 814-268-1126

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Brunie R. Horchen  
Victoria L. (Branca) Horchen  
February 28, 2000  
Page 4 of 4

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Very truly yours,

Timothy A. Hockman  
Resource Recovery Officer

TAH/amg  
Enclosure

---

**CLEARFIELD COUNTY**

Keystone Economic Development Corp.  
1954 Mary Grace Lane  
Johnstown, PA 15901  
(814) 535-6556  
Fax: (814) 539-1688

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

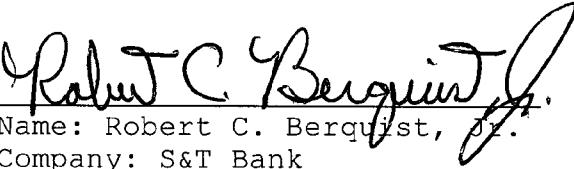
CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
Fax: (814) 944-5747

CCCS of Northeastern PA  
1631 S. Atherton Street, Suite 100  
State College, PA 16801  
(814) 238-3668  
Fax: (814) 238-3669

CCCS of Western PA  
219-A College Park Plaza  
Johnstown, PA 15904  
(814) 539-6335

VERIFICATION

I, Robert C. Berquist, Jr., Vice President, and duly authorized representative of S&T Bank deposes and says subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities that the facts set forth in the foregoing Complaint in Mortgage Foreclosure are true and correct to his information and belief.

  
\_\_\_\_\_  
Name: Robert C. Berquist, Jr.  
Company: S&T Bank  
Title: Vice President

FILED

REC'D

AUG 15 2000

AM 11:10 AM  
William A. Shaw  
Prothonotary

PO  
80.-

2 COPY TO SHERIFF

KEVIN D. HUGHES

(2)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK

VS

HORCHEN, BRUNIE R.

00-991-CD

COMPLAINT IN MORTGAGE FORECLOSURE  
SHERIFF RETURNS

NOW AUGUST 17, 2000 AT 1:29 PM DST SERVED THE WITHIN  
COMPLAINT IN MORTGAGE FORECLOSURE ON BRUNIE R. HORCHEN,  
DEFENDANT AT EMPLOYMENT, ASPEN WAY, DUBOIS, CLEARFIELD  
COUNTY, PENNSYLVANIA BY HANDING TO BRUNIE R. HORCHEN A TRUE  
AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE  
FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: MCINTOSH/COUDRIET

NOW AUGUST 23, 2000, THOMAS L. ALTIERE, SHERIFF OF TRUMBULL  
COUNTY, OHIO WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF  
CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE ON VICTORIA L. BRANCA A/K/A VICTORIA L. HORCHEN,  
DEFENDANT.

NOW AUGUST 29, 2000 SERVED THE WITHIN COMPLAINT IN MORTGAGE  
FORECLOSURE ON VICTORIA L. BRANCA A/K/A VICTORIA L. HORCHEN,  
DEFENDANT BY DEPUTIZING THE SHERIFF OF TRUMBULL COUNTY, OHIO  
THE RETURN OF SHERIFF ALTIERE IS HERETO ATTACHED AND MADE A  
PART OF THIS RETURN STATING THAT HE SERVED ERNIE BRANCA,  
ADULT AT RESIDENCE.

49.40 SHFF. HAWKINS PAID BY: ATTY.  
20.63 SHFF. TRUMBULL CO., OHIO PAID BY: ATTY.  
20.00 SURCHARGE PAID BY: ATTY.

SWORN TO BEFORE ME THIS

13th ~~6~~ <sup>Sept</sup> 2000  
WILLIAM A. SHAW

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

SO ANSWERS,

*Chester A. Hawkins  
by Marilyn Harry*

CHESTER A. HAWKINS  
SHERIFF

FILED

SEP 13 2000

O/  
William A. Shaw  
Prothonotary

# Trumbull County Sheriff's Department

150 HIGH STREET, N.W.  
WARREN, OHIO 44481  
(330) 675-2539  
( CIVIL DIVISION )  
( 160 High St., NW )  
(Warren, Ohio 44481 )

DATE: August 31, 2000

Re: S&T Bank vs. Brunie R Horchen  
S/Victoria L Branca aka

## SHERIFF'S RETURN

RECEIVED COMPLAINT IN MORTGAGE ON AUGUST 25, 2000 AT 2:01 PM WITH INSTRUCTIONS TO SERVE VICTORIA L BRANCA AT 167 MAPLE LEAF DRIVE, HUBBARD, OHIO AND RESIDENTIAL SERVICE WAS MADE ON AUGUST 29, 2000 WITH ERNIE BRANCA ACCEPTING.

THOMAS L. ALTIERE, SHERIFF  
Trumbull County, Ohio

BY: *Harry J. Stacine*  
HARRY STACINE, DEPUTY SHERIFF

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5<sup>th</sup> DAY OF *Aug* 2000.

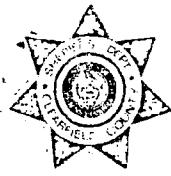
*M. Oswald*  
Notary Public *M. Oswald, NOTARY PUBLIC*  
My commission expires *12/31/2004*  
*MY COMMISSION EXPIRES JUNE 23, 2004*

(return bottom portion with payment)

## SHERIFF'S FEES:

Service & Return	\$12.33	Case No.
Mileage	\$ 8.30	Ref. Victoria Branca
TOTAL	\$20.63	Dkt. Page 308
		For. Dkt Pg. 329

(PLEASE MAKE CHECKS PAYABLE TO SHERIFF THOMAS L. ALTIERE)



OFFICE (814) 765-2641  
AFTER 4:00 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX  
(814) 765-6089

# Sheriff's Office Clearfield County

SUITE 116

1 NORTH SECOND STREET - COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS  
SHERIFF

DARLENE SHULTZ  
CHIEF DEPUTY

MARGARET PUTT  
OFFICE MANAGER

MARILYN HAMM  
DEPT. CLERK

PETER F. SMITH  
SOLICITOR

## DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK

NO. 00-991-CD

AUG 25 201 PH '00

VS  
BRUNIE R. HORCHEN a1

ACTION: COMPLAINT IN MORTGAGE FORECLOSURE

SERVE BY: 9/14/00

or

HEARING DATE:

\*\*\*\*\*

SERVE: VICTORIA L. BRANCA a/k/a VICTORIA L. HORCHEN

ADDRESS: 167 Maple Leaf Drive, Hubbard, Ohio

\*\*\*\*\*

Know all men by these presents, that I, CHESTER A. HAWKINS,  
HIGH SHERIFF of CLEARFIELD COUNTY, State of Pennsylvania, do hereby  
deputize the SHERIFF of TRUMBALL CO., OHIO ~~XX~~ to execute this writ.

This deputation being made at the request and risk of the plaintiff  
this 23rd day of AUGUST 2000.

Respectfully,

CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE XX REFUND PAYABLE XX

PLEASE SEND BILL FOR YOUR COSTS.

RECEIVED  
SHERIFF'S OFFICE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

BRUNIE R. HORCHEN AND  
VICTORIA L. BRANCA a/k/a  
VICTORIA L. HORCHEN,

Defendants.

CIVIL DIVISION

NO. 60-991-80

ISSUE NUMBER:

TYPE OF PLEADING:  
Civil Action - Complaint in  
Mortgage Foreclosure

FILED ON BEHALF OF:  
S&T Bank, Plaintiff

COUNSEL OF RECORD FOR THIS  
PARTY:

Kevin D. Hughes, Esquire  
Pa. I.D. #83291

GRENNEN & BIRSMIC, P.C.  
One Gateway Center  
Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

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

AUG 15 2000

Attest:

*William J. H.*  
Prothonotary

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

Article Sent To:

Postage	\$ 187
Certified Fee	140
Return Receipt Fee (Endorsement Required)	125
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 452



Name (Please Print Clearly) (to be completed by mailer)  
**TRUMBALL COUNTY SHERIFF**

Street, Apt. No., or P.O. Box No.

150 High St. NW

City, State, ZIP+4

Warren, OH. 44481-1099

PS Form 48 11-11-91

70000 0900 00200 2701 1892

**Certified Mail Provides:**

- A mailing receipt
- A unique identifier for your mailpiece
- A signature upon delivery
- A record of delivery kept by the Postal Service for two years

**Important Reminders:**

- Certified Mail may ONLY be combined with First-Class Mail or Priority Mail.
- Certified Mail is *not* available for any class of international mail.
- NO INSURANCE COVERAGE IS PROVIDED with Certified Mail. For valuables, please consider Insured or Registered Mail.
- For an additional fee, a *Return Receipt* may be requested to provide proof of delivery. To obtain Return Receipt service, please complete and attach a Return Receipt (PS Form 3811) to the article and add applicable postage to cover the fee. Endorse mailpiece "Return Receipt Requested". To receive a fee waiver for a duplicate return receipt, a USPS postmark on your Certified Mail receipt is required.
- For an additional fee, delivery may be restricted to the addressee or addressee's authorized agent. Advise the clerk or mark the mailpiece with the endorsement "*Restricted Delivery*".
- If a postmark on the Certified Mail receipt is desired, please present the article at the post office for postmarking. If a postmark on the Certified Mail receipt is not needed, detach and affix label with postage and mail.

**IMPORTANT: Save this receipt and present it when making an inquiry.**

PS Form 3800, July 1999 (Reverse) *C-10062*

102595-99-M-2087

**SENDER: COMPLETE THIS SECTION**

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

## 1. Article Addressed to:

TRUMBALL COUNTY SHERIFF  
150 High St. NW  
Warren, OH 44481-1099

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly) B. Date of Delivery

*Walsh* 8-25

## C. Signature

*X* *Walsh* Agent  
 Addressee

## D. Is delivery address different from item 1?

If YES, enter delivery address below:

 Yes  
 No

## 3. Service Type

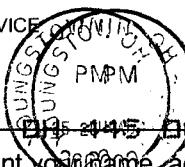
Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

## 2. Article Number (Copy from service label)

7000 0600 0023 2701 1892

UNITED STATES POSTAL SERVICE



First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

YOUNGSTOWN OH 445 01-02-05 2005 100

• Sender: Please print your name, address, and ZIP+4 in this box. •

CLEARFIELD COUNTY SHERIFF  
1 N. 2nd St., Suite 116  
Clearfield, Pa. 16830

C-10062

82

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

Plaintiff,

vs.

BRUNIE R. HORCHEN AND  
VICTORIA L. BRANCA A/K/A  
VICTORIA L. HORCHEN,

Defendants.

I hereby certify that the address of the Plaintiff is:

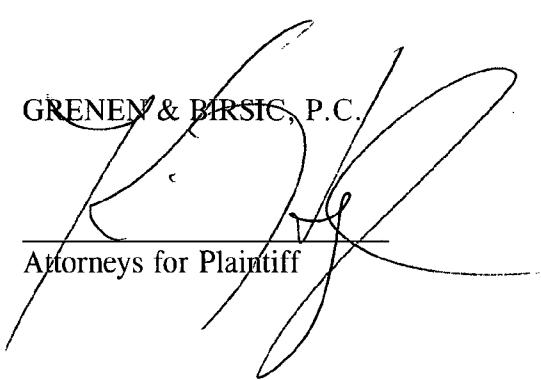
800 Philadelphia Street  
Indiana, PA 15701

the last known address of Defendants are:

Brunie R. Horchen  
5 Larissa Court  
DuBois, PA 15801

Victoria L. Branca a/k/a  
Victoria L. Horchen  
167 Maple Leaf Drive  
Hubbard, Ohio 44425-1525

) CIVIL DIVISION  
)  
) NO.: 00-991-CD  
)  
)  
) ISSUE NO.:  
)  
) TYPE OF PLEADING:  
)  
) PRAECIPE FOR DEFAULT  
) JUDGMENT (Mortgage Foreclosure)  
)  
)  
) CODE-  
)  
) FILED ON BEHALF OF PLAINTIFF:  
)  
)  
) COUNSEL OF RECORD FOR THIS  
) PARTY:  
)  
) Kevin D. Hughes, Esquire  
) Pa. I.D. #83291  
)  
) GRENNEN & BIRSC, P.C.  
)  
) One Gateway Center, Nine West  
) Pittsburgh, PA 15222  
)  
) (412) 281-7650  
)  
)

  
GRENNEN & BIRSC, P.C.

Atorneys for Plaintiff

FILED

OCT 06 2000

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

NO.: 00-991-CD

vs.

BRUNIE R. HORCHEN AND  
VICTORIA L. BRANCA A/K/A  
VICTORIA L. HORCHEN,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT

TO: PROTHONOTARY

SIR:

Please enter a default judgment in the above-captioned case in favor of Plaintiff and against Defendants, Brunie R. Horchen and Victoria L. Branca a/k/a Victoria L. Horchen, in the amount of \$183,417.26, which is itemized as follows:

Principal	\$ 169,982.40
Interest Through 10/3/00	\$ 9,529.65
Late Charges Through 10/3/00	\$ 420.21
Inspection Fees	\$ 85.00
Attorney Fees	\$ 900.00
Title Search, Foreclosure and Execution Costs	\$ 2,500.00
<b>TOTAL</b>	<b>\$ 183,417.26</b>

with interest on the Principal sum at the rate of \$33.67 per diem from October 3, 2000, and additional late charges, plus costs (including increases in escrow deficiency) and for foreclosure and sale of the mortgaged premises.

BY:

GRENNEN & BIRSIC, P.C.  
\_\_\_\_\_  
Kevin D. Hughes, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK,

CIVIL DIVISION

Plaintiff,

NO.: 00-991-CD

vs.

BRUNIE R. HORCHEN AND  
VICTORIA L. BRANCA A/K/A  
VICTORIA L. HORCHEN,

Defendants.

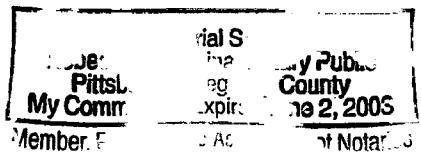
AFFIDAVIT OF NON-MILITARY SERVICE  
AND CERTIFICATE OF MAILING OF NOTICE OF  
INTENT TO TAKE DEFAULT JUDGMENT

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, a Notary Public in and for said County and Commonwealth, personally appeared Kevin D. Hughes, attorney for and authorized representative of Plaintiff who, being duly sworn according to law, deposes and says that the Defendants are not in the military service of the United States of America to the best of her knowledge, information and belief and certifies that the Notices of Intent to take Default Judgment was mailed in accordance with Pa. R.C.P. 237.1, as evidenced by the attached copies.

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

Rebecca G Blayna  
Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T Bank,

CIVIL DIVISION

Plaintiff,

vs.

No.: 00-991-CD

BRUNIE R. HORCHEN and  
VICTORIA L. BRANCA a/k/a  
VICTORIA L. HORCHEN,

Defendants.

TO: Brunie R. Horchen  
5 Larissa Court  
DuBois, PA 15801

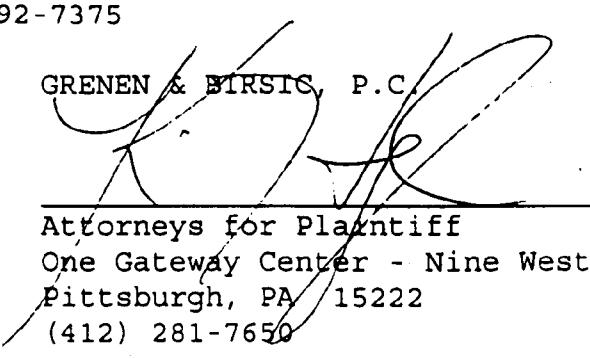
DATE OF NOTICE: 9/11/00

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:

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

By:

  
GRENEN & BIRSTIC, P.C.  
Attorneys for Plaintiff  
One Gateway Center - Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T Bank,

CIVIL DIVISION

Plaintiff,

vs.

No.: 00-991-CD

BRUNIE R. HORCHEN and  
VICTORIA L. BRANCA a/k/a  
VICTORIA L. HORCHEN,

Defendants.

TO: Victoria L. Branca a/k/a  
Victoria L. Horchen  
167 Maple Leaf Drive  
Hubbard, Ohio 44425-1525

DATE OF NOTICE: 9/19/00

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:

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

GRENEN & BIRSIC, P.C.

By:

Attorneys for Plaintiff  
One Gateway Center - Nine West  
Pittsburgh, PA 15222  
(412) 281-7650

FIRST CLASS MAIL, POSTAGE PREPAID

**FILED**

OCT 06 2000

Mary Kissiatty Hughes  
William A. Shaw  
Prothonotary

\$20.00

Notices to: V. Branca Hachem  
B. Hachem  
Statement to: atty  
Hughes

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

S&T BANK

**COPY**

Plaintiff(s)

No. 00-991-CD

vs.

BRUNIE R. HORCHEN and VICTORIA

Real Debt \$183,417.26

Atty's Comm \_\_\_\_\_

L. BRANCA a/k/a VICTORIA L. HORCHEN

Defendant(s)

Atty's Comm \_\_\_\_\_

Costs \$ \_\_\_\_\_

Int. From \_\_\_\_\_

Entry \$20.00

Instrument Default Judgment

Date of Entry October 6, 2000

Expires October 6, 2000

Certified from the record this 6th day of October, 2000

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, ) CIVIL DIVISION  
)  
)  
Plaintiff, ) NO.: 00-991-CD  
)  
)  
)  
)  
) ISSUE NO.:  
)  
vs. )  
)  
BRUNIE R. HORCHEN and )  
VICTORIA L. BRANCA a/k/a ) TYPE OF PLEADING  
VICTORIA L. HORCHEN, )  
) Praeclipe for Writ of Execution  
) (Mortgage Foreclosure)  
)  
) CODE -  
)  
Defendants. ) FILED ON BEHALF OF:  
)  
) S&T BANK, Plaintiff  
)  
)  
) COUNSEL OF RECORD FOR THIS PARTY:  
)  
) Kevin D. Hughes, Esquire  
) Pa.I.D. 83291  
)  
) GRENNEN & BIRSIC, P.C.  
)  
)  
) One Gateway Center, Nine West  
) Pittsburgh, PA 15222  
)  
) (412) 281-7650  
)

**FILED**  
MAR 09 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK,

Plaintiff,

NO.: 00-991-CD

vs.

BRUNIE R. HORCHEN and  
VICTORIA L. BRANCA a/k/a  
VICTORIA L. HORCHEN,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

TO: Prothonotary

SIR:

Please issue a Writ of Execution, directed to the Sheriff of Clearfield County, against the Defendants, Brunie R. Horchen and Victoria L. Branca a/k/a Victoria L. Horchen, as follows:

Principal	\$169,982.40
Interest to 5/19/01	\$ 17,219.45
Late Charges to 5/19/01	\$ 720.36
Inspection fees	\$ 85.00
Bankruptcy and Foreclosure	
Attorneys' fees	\$ 2,250.00
Title Search, Foreclosure	
and Execution Costs	\$ <u>2,500.00</u>
TOTAL	\$192,757.21

GRENNEN & BIRSIĆ, P.C.

By:

Attnorneys for Plaintiff

FILED

MAR 09 2001  
O 3:33 AM HHS pd \$90.00  
William A. Shaw  
Prothonotary  
Set  
Courtney

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

S&T Bank  
Plaintiffs

**COPY**

NO: 00-991-CD

vs.

Brunie R. Horchen and  
Victoria L. Branca a/k/a  
Victoria L. Horchen,  
Defendants

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due S&T Bank, Plaintiff (s) from Brunie R. Horchen and Victoria L. Branca, a/k/a Victoria L. Horchen, Defendant (s).

- (1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:  
Property situate at 5 Larissa Court, DuBois, PA 15801.
- (2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of:  
GARNISHEE (S) as follows: and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
- (3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$169,982.40  
INTEREST: to 5/19/01 - \$17,219.45

PAID: \$210.03

SHERIFF: \$  
PROTH. COSTS: \$  
OTHER COSTS: \$720.36 - Late charges to 5/19/01  
\$ 85.00 Inspection Fees  
\$2,500.00 Title Search

ATTY'S COMM: \$2,250.00  
DATE: March 9, 2001

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
at \_\_\_\_\_ A.M./P.M.

REQUESTING PARTY NAME:  
Kevin D. Hughes, Esquire

SALE DATE: JUNE 1, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

S&T BANK, ) CIVIL DIVISION  
)  
)  
) NO.: 00-991-CD  
)  
Plaintiff, ) ISSUE NUMBER:  
)  
vs. ) TYPE OF PLEADING:  
)  
BRUNIE R. HORCHEN and ) Pa. R.C.P. RULE 3129.2(c)  
VICTORIA L. BRANCA a/k/a ) AFFIDAVIT OF SERVICE  
VICTORIA L. HORCHEN, ) DEFENDANTS/OWNERS  
)  
Defendants. )  
)  
) CODE -  
)  
) FILED ON BEHALF OF:  
)  
) S&T BANK, Plaintiff  
)  
)  
)  
) COUNSEL OF RECORD FOR THIS  
PARTY:  
)  
) Kevin D. Hughes, Esquire  
Pa. I.D. #83291  
)  
)  
)  
)  
FILED ) GRENEN & BIRSMIC, P.C.  
APR 26 2001 ) One Gateway Center  
 ) Nine West  
 ) Pittsburgh, PA 15222  
 ) (412) 281-7650  
William A. Shaw )  
Prothonotary )  
)  
)  
)  
)  
)  
)

FILED

APR 26 2001

William A. Shaw  
Prothonotary

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

S&T BANK, )  
Plaintiff, )  
vs. )  
BRUNIE R. HORCHEN and VICTORIA L. )  
BRANCA a/k/a VICTORIA L. HORCHEN, )  
Defendants. )

Pa. R.C.P. RULE 3129.2(c) AFFIDAVIT OF SERVICE  
DEFENDANTS/OWNERS

Kevin D. Hughes, Esquire, Attorney for Plaintiff, S&T Bank,  
being duly sworn according to law deposes and makes the following  
Affidavit regarding service of Plaintiff's notice of the sale of  
real property in this matter on Brunie R. Horchen and Victoria L.  
Branca a/k/a Victoria L. Horchen, as follows:

1. Brunie R. Horchen and Victoria L. Branca a/k/a Victoria L. Horchen are the owners of the real property and have not entered appearances of record.

2. The undersigned counsel mailed Defendant, Brunie R. Horchen, a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked Exhibit "A", attached hereto and made a part hereof.

3. On or about April 12, 2001, Defendant, Brunie R. Horchen, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail receipt. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail on the

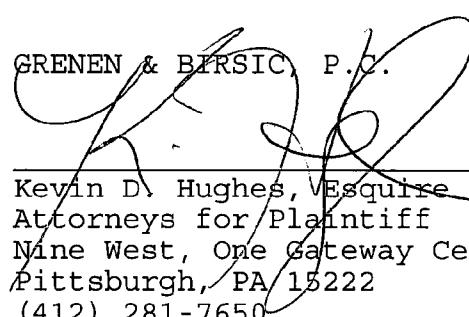
identified Defendant, is marked Exhibit "B", attached hereto and made a part hereof.

4. The undersigned counsel mailed Defendant, Victoria L. Branca a/k/a Victoria L. Horchen, a true and correct copy of Plaintiff's notice of the sale of real property by certified mail, return receipt requested, restricted delivery. A true and correct copy of said Notice is marked Exhibit "C", attached hereto and made a part hereof.

5. On or about April 13, 2001, Defendant, Victoria L. Branca a/k/a Victoria L. Horchen, received the notice of the sale of real property in this matter as evidenced by the signed U.S. Postal Service form 3811, certified mail receipt. A true and correct copy of the signed U.S. Postal Service form 3811, evidencing service by certified mail on the identified Defendant, is marked Exhibit "D", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information, and belief.

BY:

  
GRENEN & BIRSIC, P.C.  
Kevin D. Hughes, Esquire  
Attorneys for Plaintiff  
Nine West, One Gateway Center  
Pittsburgh, PA 15222  
(412) 281-7650

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS 24th DAY OF April, 2001.

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

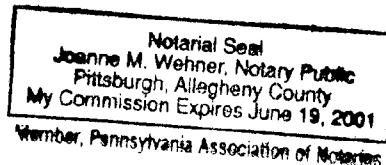


Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK,

Plaintiff,

NO.: 00-991-CD

vs.

BRUNIE R. HORCHEN and  
VICTORIA L. BRANCA a/k/a  
VICTORIA L. HORCHEN,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: BRUNIE R. HORCHEN

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY SHERIFF'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

on Friday, June 1, 2001, at 10:00 A.M., the following described real estate, of which Brunie R. Horchen and Victoria L. Branca a/k/a Victoria L. Horchen are the owners or reputed owners:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BEING LOT NO. 77 OF THE COKE HILL ESTATES SUBDIVISION. HAVING ERECTED THEREON A DWELLING KNOWN AS 5 LARISSA COURT, DUBOIS, PENNSYLVANIA 15801. DEED BOOK VOLUME 1741, PAGE 313, TAX PARCEL NO. 7.3-026-08759.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

S&T Bank,

Plaintiff,

vs.

Brunie R. Horchen and  
Victoria L. Branca a/k/a  
Victoria L. Horchen,

Defendants.

at Execution Number 00-991-CD in the amount of \$192,757.21.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

A Writ of Execution has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE: (814) 765-2641 EXT. 5982

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

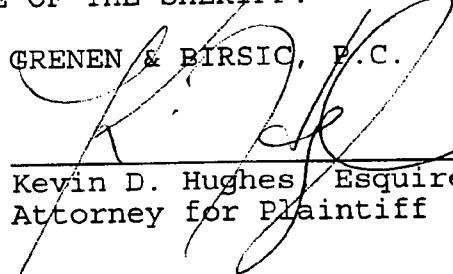
You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

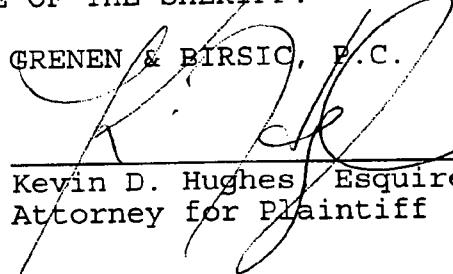
You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

  
GRENNEN & BIRSIC, P.C.

By:

  
Kevin D. Hughes Esquire  
Attorney for Plaintiff

---

Exhibit "B"

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

BRUNIE R HORCHER  
212 EAST LONG AVE.  
APT A.  
DOBOIS, PA 15801

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

DEBBIE PATTON

B. Date of Delivery

4-12-01

C. Signature

Debbie Patton

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

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)

 Yes

2. Article Number (Copy from service label)

7000287000063915871

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

---

Exhibit "C"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK,

Plaintiff,

NO.: 00-991-CD

vs.

BRUNIE R. HORCHEN and  
VICTORIA L. BRANCA a/k/a  
VICTORIA L. HORCHEN,

Defendants.

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: VICTORIA L. BRANCA a/k/a VICTORIA L. HORCHEN

TAKE NOTICE that by virtue of the above Writ of Execution issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the

CLEARFIELD COUNTY SHERIFF'S OFFICE  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

on Friday, June 1, 2001, at 10:00 A.M., the following described real estate, of which Brunie R. Horchen and Victoria L. Branca a/k/a Victoria L. Horchen are the owners or reputed owners:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BEING LOT NO. 77 OF THE COKE HILL ESTATES SUBDIVISION. HAVING ERECTED THEREON A DWELLING KNOWN AS 5 LARISSA COURT, DUBOIS, PENNSYLVANIA 15801. DEED BOOK VOLUME 1741, PAGE 313, TAX PARCEL NO. 7.3-026-08759.

The said Writ of Execution has been issued on a judgment in the mortgage foreclosure action of

S&T Bank,

Plaintiff,

vs.

Brunie R. Horchen and  
Victoria L. Branca a/k/a  
Victoria L. Horchen,

Defendants.

at Execution Number 00-991-CD in the amount of \$192,757.21.

Claims against the property must be filed with the Sheriff before the above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff no later than thirty (30) days from sale date.

Exceptions to Distribution or a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

A Writ of Execution has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION 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 ADVICE.

DAVID S. MEHOLICK, COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

TELEPHONE: (814) 765-2641 EXT. 5982

You may have legal rights to prevent the Sheriff's Sale and the loss of your property. In order to exercise those rights, prompt action on your part is necessary.

You may have the right to prevent or delay the Sheriff's Sale by filing, before the sale occurs, a petition to open or strike the judgment or a petition to stay the execution.

If the judgment was entered because you did not file with the Court any defense or objection, you might have within twenty (20) days after service of the Complaint for Mortgage Foreclosure and Notice to Defend, you may have the right to have the judgment opened if you promptly file a petition with the Court alleging a valid defense and a reasonable excuse for failing to file the defense on time. If the judgment is opened the Sheriff's Sale would ordinarily be delayed pending a trial of the issue of whether the plaintiff has a valid claim to foreclose the mortgage or judgment.

You may also have the right to have the judgment stricken if the Sheriff has not made a valid return of service of the Complaint and Notice to Defend or if the judgment was entered before twenty (20) days after service or in certain other events. To exercise this right you would have to file a petition to strike the judgment.

You may also have the right to petition the Court to stay or delay the execution and the Sheriff's Sale if you can show a defect in the Writ of Execution of service or demonstrate any other legal or equitable right.

YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR, IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE WHEN THE SCHEDULE OF DISTRIBUTION IS FILED IN THE OFFICE OF THE SHERIFF.

GRENEN & BIRSIĆ, P.C.

By: Kevin D. Hughes, Esquire  
Attorney for Plaintiff

---

Exhibit "D"

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

VICTORIA L. BRANCA  
AKA VICTORIA L. HORCHEN  
167 MAPLE LEAF DR.  
HUBBARD OH 44425-1525

**COMPLETE THIS SECTION ON DELIVERY**

A. Received by (Please Print Clearly)

Victoria B. Horchen 4-13-01

B. Date of Delivery

C. Signature

 Agent Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

 Yes No

## 3. Service Type

- Certified Mail
- Express Mail
- Registered
- Return Receipt for Merchandise
- Insured Mail
- C.O.D.

## 4. Restricted Delivery? (Extra Fee)

 Yes

1. Article Number (Copy from service label)

7000 2870 0008 639 115864

S Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

**FILED**

APR 26 2001  
04/24/01  
William A. Shaw  
Prothonotary  
*as*

SALE DATE: JUNE 1, 2001

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

S&T BANK, )  
Plaintiff, ) NO.: 00-991-CD  
vs. )  
 )  
BRUNIE R. HORCHEN and VICTORIA )  
L. BRANCA a/k/a VICTORIA L. )  
HORCHEN, )  
 )  
Defendants. )

Pa. R.C.P. RULE 3129.2(c)(2)  
LIENHOLDER AFFIDAVIT OF SERVICE

I, Kevin D. Hughes, Attorney for Plaintiff, S&T Bank, being duly sworn according to law, deposes and makes the following Affidavit regarding service of the notice of the sale of real property on all persons named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 as follows:

1. By letters dated April 9, 2001, undersigned counsel served all persons (other than the Plaintiff) named in Paragraphs 3 through 7 of Plaintiff's Affidavit Pursuant to Rule 3129.1 with a notice of the sale of real property by ordinary mail at the respective addresses set forth in the Affidavit Pursuant to Rule 3129.1. A true and correct copy of said Affidavit Pursuant to Rule 3129.1 is marked Exhibit "A", attached hereto, and made a part hereof.

2. Undersigned counsel obtained a U.S. Postal Service Form 3817 Certificate of Mailing for each letter. True and correct copies of the Certificates of Mailing and any letters, if returned as of this date, are marked collectively as Exhibit "B", attached hereto and made a part hereof.

I verify that the facts contained in this Affidavit are true and correct based upon my personal knowledge, information and belief.

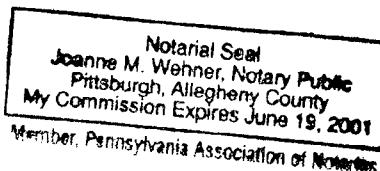
~~GRENNEN & BIRSIC P.C.~~

BY:

~~Kevin D. Hughes, Esquire  
Attorneys for Plaintiff  
One Gateway Center, Nine West  
Pittsburgh, PA 15222  
(412) 281-7650~~

Sworn to and subscribed before me this 24th day of April, 2001.

Joanne M. Wehner  
Notary Public



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Exhibit "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

S&T BANK, )  
Plaintiff, )  
vs. )  
BRUNIE R. HORCHEN and VICTORIA )  
L. BRANCA a/k/a VICTORIA L. )  
HORCHEN, )  
Defendants. )  
) NO.: 00-991-CD

AFFIDAVIT PURSUANT TO RULE 3129.1

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:  
)

S&T Bank, Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property of Brunie R. Horchen and Victoria L. Branca a/k/a Victoria L. Horchen located at 5 Larissa Court, DuBois, Pennsylvania 15801 and is more fully described as follows:

ALL the right, title, interest and claim of Brunie R. Horchen and Victoria L. Branca a/k/a Victoria L. Horchen, of, in and to:

ALL THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE CITY OF DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, BEING LOT NO. 77 OF THE COKE HILL ESTATES SUBDIVISION. HAVING ERECTED THEREON A DWELLING KNOWN AS 5 LARISSA COURT, DUBOIS, PENNSYLVANIA 15801. DEED BOOK VOLUME 1741, PAGE 313, TAX PARCEL NO. 7.3-026-08759.

1. The name and address of the owners or reputed owners:

Brunie R. Horchen

212 East Long Avenue  
Apt. A  
DuBois, PA 15801

Victoria L. Branca a/k/a  
Victoria L. Horchen

167 Maple Leaf Drive  
Hubbard, OH 44425-1525

2. The name and address of the defendants in the judgment:

Brunie R. Horchen

212 East Long Avenue  
Apt. A  
DuBois, PA 15801

Victoria L. Branca a/k/a  
Victoria L. Horchen

167 Maple Leaf Drive  
Hubbard, OH 44425-1525

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

S&T Bank

(PLAINTIFF)

Northwest Hardwoods

10220 S.W. Grunburg Road  
Portland, OR 97223

DuBois Regional Medical Center

P.O. Box 447  
DuBois, PA 15801

First Select Corp.

4460 Rosewood Drive  
Pleasanton, CA 94588

4. The name and address of the last record holder of every  
mortgage of record:

S&T Bank

(PLAINTIFF)

TMS Mortgage Inc. d/b/a  
The Money Store

3824 Northern Pike  
Suite 150  
Monroeville, PA 15146

Bank of New York

20 Broad Street LL-2  
New York, New York 10005

5. The name and address of every other person who has any record  
lien on the property:

None

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

Pa Inheritance Tax Department

Pa Department of Revenue  
Bureau of Individual  
Taxes  
Inheritance Tax Division  
Department 280601  
Harrisburg, PA 17128-0601

Domestic Relations Office

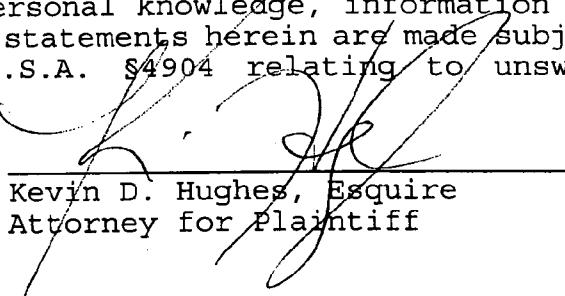
230 E. Market Street  
3<sup>rd</sup> Floor  
Clearfield, PA 16830

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

Treasurer's Office

Clearfield County  
Courthouse  
Clearfield, Pa 16830

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

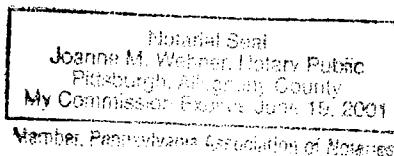
  
Kevin D. Hughes, Esquire  
Attorney for Plaintiff

SWORN to and subscribed before

me this 7th day of March

2001.

  
Notary Public



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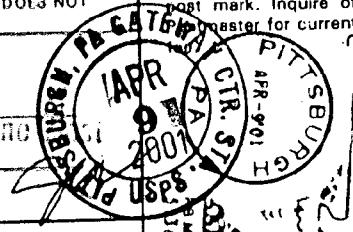
Exhibit "B"

**CERTIFICATE OF MAILING**

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

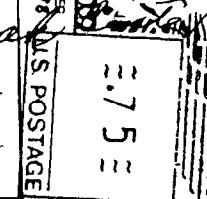
Received From:

Greene & Bissell, P.C.  
One Colleyway Center, Suite 1000  
Pittsburgh, Pennsylvania 15222



One piece of ordinary mail addressed to:

DeBois Regional Medical  
P.O. Box 447  
DeBois, Pa  
15801



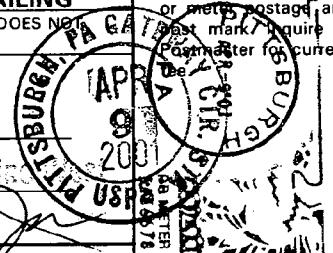
PS Form 3817, Mar. 1989 *Haacken*

**CERTIFICATE OF MAILING**

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

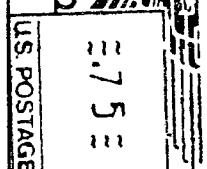
Received From:

Greene & Bissell, P.C.  
One Colleyway Center, Suite 1000  
Pittsburgh, Pennsylvania 15222



One piece of ordinary mail addressed to:

JM S. Thompson, Jr., Dba  
The Diamond Store  
3824. 30th Street  
Pittsburgh, Pa  
15214  
Received Apr 15 1989



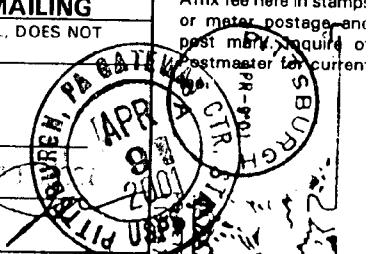
PS Form 3817, Mar. 1989 *Haacken*

**CERTIFICATE OF MAILING**

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

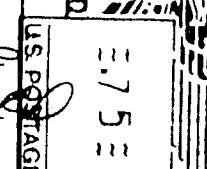
Received From:

Greene & Bissell, P.C.  
One Colleyway Center, Suite 1000  
Pittsburgh, Pennsylvania 15222



One piece of ordinary mail addressed to:

Reserve Hardwood  
10220 S.W. 8th Street  
Portland, OR  
97223



PS Form 3817, Mar. 1989 *Haacken*

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

Received From:

One piece of ordinary mail addressed to:

*West Select Corp  
4460 Pasadena Dr  
Pleasanton Ca  
94588*

PS Form 3817, Mar. 1989 *for whom*

Affix fee here in stamp:  
or meter postage and  
post mark. Inquire of  
Postmaster for current

*PITTSBURGH, PA GATEWAY APR 9 2001 100-501 METER*

*U.S. POSTAGE 11.75*

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

Received From:

One piece of ordinary mail addressed to:

*Bank of New York  
20 Broad Street 11-2  
New York, NY  
10005*

PS Form 3817, Mar. 1989 *for whom*

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current

*PITTSBURGH, PA GATEWAY APR 9 2001 100-501 METER*

*U.S. POSTAGE 11.75*

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

Received From:

One piece of ordinary mail addressed to:

*Dispensers Office  
Clearfield County Care  
Clearfield Pa  
16830*

PS Form 3817, Mar. 1989 *for whom*

Affix fee here in stamps  
or meter postage and  
post mark. Inquire of  
Postmaster for current

*PITTSBURGH, PA GATEWAY APR 9 2001 100-501 METER*

*U.S. POSTAGE 11.75*

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:		Affix fee here in stamps or meter postage and post mark. Inquire of Postmaster for current	
<p>Grenen &amp; Birsic, P.C. One Gateway Center, Nine WTC Pittsburgh, PA 15222</p> <p><i>J. Grenen</i></p>		  <p>PA APR 9 2001 USPS</p> <p>PA APR 9 2001 USPS</p> <p>PA APR 9 2001 USPS</p>	
<p>One piece of ordinary mail addressed to:</p> <p><i>Mr. John J. Birsic Post Office Pittsburgh, PA 15222 Post Office Box 28600 Harrisburg, PA 17128-0001</i></p> <p><i>Postage Paid</i></p> <p>PS Form 3817, Mar. 1989</p>			

**FILED**

APR 26 2001  
304040  
William A. Shaw  
Prothonotary  
RECEIVED

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

Sheriff Docket # 10809

**S & T BANK**

**00-991-CD**

**VS.**

**HORCHEN, BRUNE R. 00-991-CD**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

**NOW, MARCH 28, 2001, AT 11:20 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

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

**NOW, APRIL 2, 2001, AT 9:50 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BRUNIE R. HORCHEN, DEFENDANT, AT HIS PLACE PLACE OF EMPLOYMENT 305 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO BRUNIE R. HORCHEN, 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, APRIL 2, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL #7000 0600 0023 2701 1304 TO VICTORIA L. BRANCA A/K/A VICTORIA L. HORCHEN, 167 MAPLE LEAF DRIVE, HUBBARD, OHIO, 44425-1525.**

**NOW, APRIL 6, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON VICTORIA L. BRANCA A/K/A VICTORIA L. HORCHEN, DEFENDANT, AT HER PLACE OF RESIDENCE, 167 MAPLE LEAF DRIVE, HUBBARD, OHIO, 44425-1525 BY CERTIFICE MAIL #7000 0600 0023 2701 1304.**

**FILED**

**JUL 18 2001**

**William A. Shaw  
Prothonotary**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10809

S & T BANK

00-991-CD

VS.

HORCHEN, BRUNE R. 00-991-CD

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, JUNE 1, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.  
PROPERTY WAS PURCHASED BY S & T BANK FOR ONE DOLLAR (\$1.00) PLUS  
COSTS.

NOW, JUNE 13, 2001, RECEIVED PLAINTIFF CHECK #001010 IN THE AMOUNT OF  
TEN THOUSAND THREE HUNDRED NINETY-ONE DOLLARS AND NINETEEN  
CENTS (\$10,391.19) FOR COSTS DUE ON SALE.

NOW, JULY 18, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE  
PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS  
COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING  
REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$212.79

SURCHARGE 40.00

PAID BY PLAINTIFF

Sworn to Before Me This

18<sup>th</sup> Day Of July 2001

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

So Answers,

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

FILED

JUL 18 2001

William A. Shaw  
Prothonotary

WILLIAM A. SHAW  
PROTHONOTARY  
U.S. DISTRICT COURT  
CLERK'S OFFICE  
120 W. 12th Street  
New York, NY 10013-1001  
(212) 206-4000  
(212) 206-4001

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

S&T Bank  
Plaintiffs

NO: 00-991-CD

vs.

Brunie R. Horchen and  
Victoria L. Branca a/k/a  
Victoria L. Horchen,  
Defendants

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due S&T Bank, Plaintiff (s) from Brunie R. Horchen and Victoria L. Branca, a/k/a Victoria L. Horchen, Defendant (s).

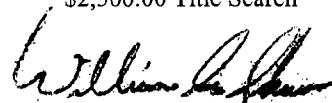
- (1) You are directed to levy upon the property of the defendant (s) and to sell interest (s) therein:  
Property situate at 5 Larissa Court, DuBois, PA 15801.
- (2) You are also directed to attach the property of the defendant (s) not levied upon in the possession of:  
GARNISHEE (S) as follows: and to notify the garnishee (s) that: (a) an attachment has been issued; (b) the garnishee (s) is/are enjoined from paying any debt to or for the account of the defendant (s) and from delivering any property of the defendant (s) or otherwise disposing thereof;
- (3) If property of the defendant (s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$169,982.40  
INTEREST: to 5/19/01 - \$17,219.45

PAID: \$210.03

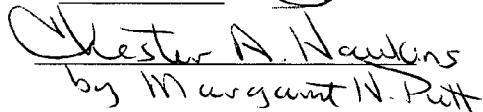
SHERIFF: \$  
PROTH. COSTS: \$  
OTHER COSTS: \$720.36 - Late charges to 5/19/01  
\$ 85.00 Inspection Fees  
\$2,500.00 Title Search

ATTY'S COMM: \$2,250.00  
DATE: March 9, 2001



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 12<sup>th</sup> day  
of March A.D. 2001  
at 3:15 A.M./P.M.

  
by Margaret N. Pitt

REQUESTING PARTY NAME:  
Kevin D. Hughes, Esquire

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

Sheriff Docket # 10809

**S & T BANK**

**00-991-CD**

**VS.**

**HORCHEN, BRUNE R. 00-991-CD**

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

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**NOW, MARCH 28, 2001, AT 11:20 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT. PROPERTY WAS POSTED THIS DATE.**

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

**NOW, APRIL 2, 2001, AT 9:50 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON BRUNIE R. HORCHEN, DEFENDANT, AT HIS PLACE PLACE OF EMPLOYMENT 305 ASPEN WAY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO BRUNIE R. HORCHEN, 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, APRIL 2, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL #7000 0600 0023 2701 1304 TO VICTORIA L. BRANCA A/K/A VICTORIA L. HORCHEN, 167 MAPLE LEAF DRIVE, HUBBARD, OHIO, 44425-1525.**

**NOW, APRIL 6, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON VICTORIA L. BRANCA A/K/A VICTORIA L. HORCHEN, DEFENDANT, AT HER PLACE OF RESIDENCE, 167 MAPLE LEAF DRIVE, HUBBARD, OHIO, 44425-1525 BY CERTIFICE MAIL #7000 0600 0023 2701 1304.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10809

S & T BANK

00-991-CD

VS.

HORCHEN, BRUNE R. 00-991-CD

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

NOW, JUNE 1, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS.  
PROPERTY WAS PURCHASED BY S & T BANK FOR ONE DOLLAR (\$1.00) PLUS  
COSTS.

NOW, JUNE 13, 2001, RECEIVED PLAINTIFF CHECK #001010 IN THE AMOUNT OF  
TEN THOUSAND THREE HUNDRED NINETY-ONE DOLLARS AND NINETEEN  
CENTS (\$10,391.19) FOR COSTS DUE ON SALE.

NOW, JUNE 14, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE  
PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS  
COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING  
REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$212.79  
SURCHARGE 40.00  
PAID BY PLAINTIFF

**FILED**

JUN 14 2001  
10:18:05 pm  
William A. Shaw  
Prothonotary

Sworn to Before Me This

14th Day Of June, 2001  


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

So Answers,

  
by Margaret N. Pitt  
Chester A. Hawkins  
Sheriff

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

**REAL ESTATE SALE**

NOW, JUNE 4, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 1st day of JUNE 2001, I exposed the within described real estate of S & T BANK

to public venue or outcry at which time and place I sold the same to S & T BANK  
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	3.95 + 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	
BID AMOUNT	1.00
RETURNS/DEPUTIZE <i>hand fax</i>	4.00
COPIES	10.00
BILLING	

**TOTAL SHERIFF COSTS** \$ 212.79

**DEED COSTS:**

REGISTER & RECORDER	\$ 18.00
ACKNOWLEDGEMENT	**** 5.00
TRANSFER TAX <i>2%</i>	
<b>TOTAL DEED COSTS</b>	<u>\$ 23.00</u>

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

Chester A. Hawkins, Sheriff

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$ 169,982.40
INTEREST TO 5-19-01	17,219.45

**TOTAL DEBT & INTEREST** \$

<b>COSTS:</b>	
ATTORNEY FEES	\$
PROTH. SATISFACTION	535.68
ADVERTISING	
LATE CHARGES & FEES	
TAXES-Collector	1,017.11
TAXES-Tax Claim	9,199.08
COSTS OF SUIT-To Be Added	LATE CHARGE
LIST OF LIENS	720.36
MORTGAGE SEARCH	135.00
ACKNOWLEDGEMENT	23.00
DEED COSTS	
ATTORNEY COMMISSION	2,250.00
SHERIFF COSTS	212.79
LEGAL JOURNAL AD	58.50
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 210.03
TITLE SEARCH	2,500.00
INSPECTION FEE	85.00

**TOTAL COSTS** \$ 16,941.55



62 001010

REMITTER

S&T Bank vs. Brunie R. & Victoria B. Horchen  
Sheriff Sale Costs

PAY TO THE  
ORDER OF SHERIFF OF CLEARFIELD COUNTY

DATE JUNE 8, 2001

60-685/433

\$ 10,391.19

TEN THOUSAND THREE HUNDRED NINETY-ONE AND 19/100

\* \* \* \* \*



DOLLARS

*This document has a colored background, CopyShield, FoilGuard, and a backside authentic watermark; absence of these features will indicate a copy.*

# TREASURER'S CHECK

VOID AFTER 90 DAYS

*R.C. Berger*

VICE PRESIDENT

620870 043306855 0000900041

© DELUXE EMBLEM

**COPY**