

00-1209-CD
FIRST COMMONWEALTH BANK f/k/a -vs- TERRY & PAT'S PEACOCK GARDENS
DEPOSIT BANK INC.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

(114)
(115)

FIRST COMMONWEALTH BANK, f/k/a
DEPOSIT BANK,

CIVIL DIVISION

No. 00-1209-60

Plaintiff,

vs.

COMPLAINT IN MORTGAGE FORECLOSURE

Filed on behalf of First Commonwealth Bank, f/k/a
Deposit Bank

(114)

TERRY & PAT'S PEACOCK
GARDENS, INC. (114)

Defendants.

Counsel of record for this party:

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

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

R R 1, Box 116
Luthersburg, PA 15848
107-B6-49
107-B6-50



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

FILED

SEP 29 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a)	CIVIL DIVISION
DEPOSIT BANK,)	No. _____
)	
Plaintiff,)	
)	
vs.)	
)	
TERRY & PAT'S PEACOCK)	
GARDENS, INC.,)	
Defendants.)	

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

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

Pennsylvania Lawyer Referral Service
P.O. Box 186
100 south Street
Harrisburg, PA 17103
1-800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a)	CIVIL DIVISION
DEPOSIT BANK,)	No. _____
)	
Plaintiff,)	
)	
vs.)	
)	
TERRY & PAT'S PEACOCK,)	
GARDENS, INC.,)	
Defendants.)	

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, First Commonwealth Bank, f/k/a Deposit(the "Bank"), is a banking association with business offices at P.O. Box 400, ECP-Lower Level, Indiana, PA 15701.

2. Defendant, Terry & Pat's Peacock Gardens, Inc., is a Pennsylvania Corporation ("Defendant") with a last known address of RR #1, Box 116, Luthersburg, PA 15848.

3. On or about September 12, 1995, Terry L. Anthony, Patricia A. Anthony, and Terry & Pat's Peacock Gardens, Inc. ("Borrowers") executed a Note (the "Note"), whereby Borrowers promised to pay Bank the principal amount of \$39,000.00 plus interest and other amounts as more particularly set forth in the Note. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The obligations evidenced by the Note are secured by a Mortgage dated September 12, 1995, ("Mortgage") given by Defendant to Bank, granting the Bank a lien on certain real property located in the County of Clearfield, Pennsylvania, as more particularly described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") on September 12, 1995 in

Mortgage Book Volume 1342, page 755. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

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

6. The Defendant is the record and real owner of the Premises.

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

8. On or about March 29, 2000, Notices were sent to Borrowers in accordance with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance act of 1983-Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974 with Act 91, the "Acts") that an action on said Mortgage may be commenced after 30 days from the date of Notices. Said Notices further advised Defendants of Defendants' rights and obligations in accordance with the Acts. Copies of the Notices sent to the Defendants are attached here to and incorporated herein as Exhibit "C".

9. The amount due to Bank under the Note and Mortgage as of September 7, 2000 is as follows:

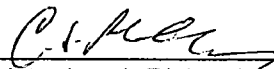
Principal	\$5,925.62
Interest through September 7, 2000	646.69
(per diem \$1.5637)	
Late Charges	317.72
Costs.....	to be added
Attorneys' Fees (to the extent incurred)	<u>to be added</u>
TOTAL	\$6,890.03

10. The total amount due to Bank under the Note and Mortgage as of September 7, 2000 was Six Thousand Eight Hundred Ninety and 03/100 Dollars (\$6,890.03) plus interest accruing from September 7, 2000, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Six Thousand Eight Hundred Ninety and 03/100 Dollars (\$6,890.03), plus continuing interest at the contract rate, late charges, reasonable attorneys' fees as authorized by the Note and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.

By:



Christopher J. Richardson, Esquire

Pa. I.D. No. 44841

Brett A. Solomon, Esquire

Pa. I.D. No. 83746

1500 One PPG Place

Pittsburgh, Pennsylvania 15222

(412) 566-1212

bf 134924.1

Attorneys for First Commonwealth Bank, f/k/a
Deposit Bank, Plaintiff

NOTE

4-12-95

R.D. #1 Luthersburg, PA 15848
541 LOCUST STREET, DUBOIS, Pennsylvania, 15801
[Property Address]

DuBois, Pennsylvania

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$39,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 9.500%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 5(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1st day of each month beginning on November 1, 1995. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 1, 2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at Deposit Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$407.25.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

EXHA


10. UNIFORM SECURED NOTE

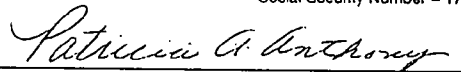
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

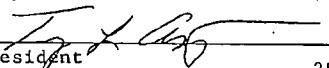
Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

 (Seal)
TERRY L ANTHONY-Borrower
Social Security Number - 177-36-1317

 (Seal)
PATRICIA A ANTHONY-Borrower
Social Security Number - 207-28-9214
Terry & Pat's Peacock Gardens, Inc.

By  (Seal)
President Social Security Number - 25-1625163 -Borrower

[Sign Original Only]

RECORDATION REQUESTED BY:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

SEND TAX NOTICES TO:

County Clerk, Clearfield County, Pennsylvania
Office of the Recorder of Deeds
Clearfield County, Pennsylvania



Karen L. Starck
Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:06am 9-12-95
BY E. J. Fennell
FEES 15.50
Karen L. Starck, Recorder

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 9/12/95. The mortgagor is TERRY & PAT'S PEACOCK GARDENS, INC., ("Borrower"). This Security Instrument is given to Deposit Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Thirty Nine Thousand & 00/100 Dollars (U.S. \$39,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2010. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in CLEARFIELD County, Pennsylvania:

See attached Exhibit "A" for description of mortgaged premises.

which has the address of R R 1 BOX 116, LUTHERSBURG, Pennsylvania 15848 ("Property Address");

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

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

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

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

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

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

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentally, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

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

EX-1B

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Loan No

(Continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

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

Witnessed:

Patricia A. Anthony
Secretary

Terry & Pat's Peacock Garden (Seal)
President TERRY & PAT'S PEACOCK GARDEN - Borrower

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania
COUNTY OF Clearfield

On this, the 12th day of September, 19 95, before me, a Notary Public, the undersigned Notary Public, personally appeared TERRY & PAT'S PEACOCK GARDEN, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he or she executed the same for the purposes therein contained.

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

Notarial Seal
Kathryn E. Swartzlander, Notary Public
DuBois, Clearfield County
My Commission Expires Aug. 29, 1996

Kathryn E. Swartzlander
Notary Public In and for the State of Pennsylvania

Fixed Rate, Installment. Member, Pennsylvania Association of Notaries. LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20 (c) 1995 CFI ProServices, Inc. All rights reserved. [PA-G203 1470.LN R12.OVL]

CERTIFICATE OF RESIDENCE

I do hereby certify that the precise residence and complete post office address of the Mortgagor, Deposit Bank, is #2 E. Long Avenue, DuBois, Pennsylvania, 15801.

Erin M. Munn
Attorney for Mortgagor

EXHIBIT "A"

ALL those parcels of realty located in Brady Township, Clearfield County, Pennsylvania, more fully bounded and described as follows:

THE FIRST THEREOF: BEGINNING at a post on the north side of the public road; thence North 22° East along Water Street 150 feet to a post; thence South 68° East along other lands now or formerly of John Lias 50 feet to a post; thence South 22° West 150 feet to public road; thence North 68° West along said public road 50 feet to the place of beginning. Containing 7500 square feet, and known as Lot No. 17 in the John Lias Addition to said Village.

THE SECOND THEREOF: BEGINNING at a post on line of public road leading from Stanley to Luthersburgh; thence along lot now or formerly of L. Shephard, North 150 feet to a post; thence East 50 feet to a post; thence South 150 feet to a post at said public road; thence West by said public road 50 feet to the place of beginning. Containing 7500 square feet of ground and known as Lot No. 8 in the John Lias Addition to said Village.

The conveyance of these two plots of ground referred to as "The First Thereof" and "The Second Thereof" is made fully subject to all the reservations in the deed from Carmine Lamano to Peter F. Laman and Paolo F. Laman, dated September 26, 1905, and recorded in Clearfield County Deed Book 151, page 260.

THE THIRD THEREOF: BEGINNING at a post in corner of lots now or formerly of Peter P. Laman and John McBride; thence North 21° 30' East 298.3 feet to a post in line now or formerly of H. H. Radaker; thence South 87° East 381 feet to a post in line of lands now or formerly of H. H. Radaker; thence South 38° 34' West, 439.3 feet to a post in corner of lot now or formerly of Lewis V. Leis; thence North 68° 30' West along lots now or formerly of Lewis V. Leis and Peter Laman, 232 feet to a post and the place of beginning. Containing 2.45 acres.

THE FOURTH THEREOF: Bounded on the North by an alley; on the East by Lot No. 8; on the South by Main Street, and on the West by Lot No. 6; formerly owned by C. D. Semmers and being Lot No. 7 of the John Leis plot of lots in the said Village of Woodside (now Helvetia), the said lot having a frontage of 50 feet on Main Street and extending back 150 feet to an alley.

BEING the same premises which vested in Terry & Pat's Peacock Gardens, Inc. by deed of John Eisman and Helen Carol Eisman, formerly known as Helen Carol Gardner, dated April 14, 1989, recorded April 18, 1989 in Clearfield County Deeds & Records Book 1277, page 536.

Filed of Record 9-12-1995 11:06am Karen L. Starck, Recorder

Date: March 29, 2000

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

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

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

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Terry L. Anthony / DBA Terry & Pat's Peacock Garden, Inc.

PROPERTY ADDRESS: R.R. 1 Box 116, Luthersburg, PA 15848

LOAN ACCT. NO.: 001-0106976

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

EX"C"

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 116, Luthersburg, PA 15848

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: January, February and March 2000 totaling \$1,402.26

Other charges (explain/itemize): Late fees of \$195.52

TOTAL AMOUNT PAST DUE: \$1,597.78

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,597.78, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

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

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

EFFECT OF SHERIFF'S SALE -- You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)

CLEARFIELD COUNTY

Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688

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

Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546



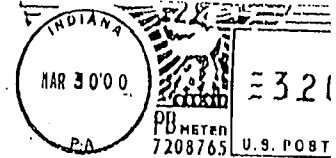
FIRST COMMONWEALTH

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

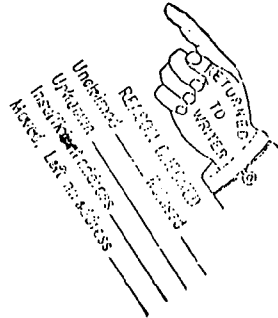
The right of the return address

CERTIFIED

P 231 753 370



MAIL



TERRY L ANTHONY
DBA TERRY & PAT S PEACOCK GARDEN INC
R R 1 BOX 116
LUTHERSBURG PA 15848

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:

Terry L. Anthony
DBA Terry + Pat's Peacock
Garden Inc.
R.R. 1 Box 116
Luthersburg, PA 15848

2. Article Number (Copy from service label)

P 231 753 370

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

X

☐ 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

Date: March 29, 2000

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* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Patricia A. Anthony / DBA Terry & Pat's Peacock Garden, Inc.

PROPERTY ADDRESS: R.R. 1 Box 116, Luthersburg, PA 15848

LOAN ACCT. NO.: 001-0106976

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

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

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

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

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

APPLICATION FOR MORTGAGE ASSISTANCE – Your mortgage is in default for the reasons set forth later in this Notice (see following pages for specific information about the nature of your default.) If you have tried and are unable to resolve this problem with the lender, you have the right to apply for financial assistance from the Homeowner's Emergency Mortgage Assistance Program. To do so, you must fill out, sign and file a completed Homeowner's Emergency Assistance Program Application with one of the designated consumer credit counseling agencies listed at the end of this Notice. Only consumer credit counseling agencies have applications for the program and they will assist you in submitting a complete application to the Pennsylvania Housing Finance Agency. Your application MUST be filed or postmarked within thirty (30) days of your face-to-face meeting.

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

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

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

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

HOW TO CURE YOUR MORTGAGE DEFAULT (Bring it up to date).

NATURE OF THE DEFAULT – The MORTGAGE debt held by the above lender on your property located at: RR 1 Box 116, Luthersburg, PA 15848

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: January, February and March 2000 totaling \$1,402.26

Other charges (explain/itemize): Late fees of \$195.52

TOTAL AMOUNT PAST DUE: \$1,597.78

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,597.78, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK

P.O. BOX 400, FCP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

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

you had never defaulted.

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

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: P.O. Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

EFFECT OF SHERIFF'S SALE — You should realize that a Sheriff's Sale will end your ownership of the mortgaged property and your right to occupy it. If you continue to live in the property after the Sheriff's Sale, a lawsuit to remove you and your furnishings and other belongings could be started by the lender at any time.

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary.)

CLEARFIELD COUNTY

**Keystone Economic Development
Corporation
1954 Mary Grace Lane
Johnstown, PA 15901
(814) 535-6556
FAX # (814) 539-1688**

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

**Consumer Credit Counseling Service
of Western Pennsylvania, Inc.
500-02 3rd Avenue
P.O. Box 278
Duncansville, PA 16635
(814) 696-3546**

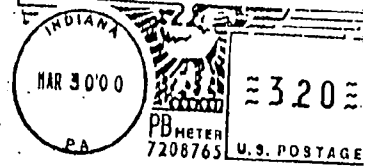
FIRST COMMONWEALTH

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

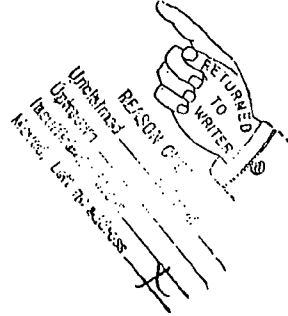
the right of the return address

CERTIFIED

P 231 753 371



MAIL



PATRICIA A ANTHONY
DBA TERRY & PAT S PEACOCK GARDEN INC
R R 1 BOX 116
LUTHERSBURG PA 15848

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:

Patricia A. Anthony
DBA Terry & Pat's
Peacock Garden Inc.
R.R. 1 Box 116
Luthersburg, PA 15848

2. Article Number (Copy from service label)

P 231 753 371

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

X

☐ Agent
☐ Addressee

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

Domestic Return Receipt

102595-99-M-1789



VERIFICATION

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

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

David B. Hepler
Vice President
First Commonwealth Bank

FILED

SEP 29 2000
M11991 City Richardson
William A. Shaw
Prothonotary

02180.00
ICC to Sheriff
db

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10236

FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK

00-1209-CD

VS.

TERRY & PAT'S PEACOCK GARDENS, INC.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW OCTOBER 23, 2000 AT 10:32 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TERRY & PAT'S PEACOCK GARDENS, INC., DEFENDANT AT RESIDENCE, RR#1 BOX 116, LUTHERSBURG, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DOUG ANTHONY, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: SNYDER

Return Costs

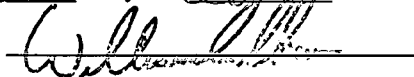
Cost	Description
53.36	SHFF. HAWKINS PAID BY: ATTY
10.00	SURCHARGE PAID BY: ATTY.

FILED

OCT 30 2000
01:16:44
William A. Shaw
Prothonotary


Sworn to Before Me This

30th Day Of October 2000



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

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

14

FIRST COMMONWEALTH BANK
Formerly DEPOSIT BANK

CIVIL DIVISION

Plaintiff,

NO. 00-1209 CD

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Defendant.

Filed on behalf of Plaintiff,
First Commonwealth Bank

Counsel of record for this party:

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

FILED

DEC 19 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK
formerly DEPOSIT BANK

Plaintiff,

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendant.

) CIVIL DIVISION
)
)
) No. 00-1209 CD
)
)
)
)
)
)

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

Kindly enter Judgment against the defendant above named in default of an Answer, in the amount of \$7,168.18 plus continuing interest at the contract rate of 1.5637 per diem together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$6,890.62
Interest from 9/7/00 to 12/31/00 @1.5637/diem on \$5,925.62	\$ 179.82
Late Charges from 9/7/00 to 12/31/00 @ 6% of the regular monthly payment	\$ 97.74
TOTAL	\$ 7,168.18

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

TUCKER ARENSBERG, P.C.



Christopher J. Richardson, Esq.
Attorneys for plaintiff

Plaintiff : c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222

Defendant: RR #1, Box 116, Luthersberg, PA 15848

FIRST COMMONWEALTH BANK
formerly **DEPOSIT BANK**


VS.

Defendant.

No. 00-1209 CD

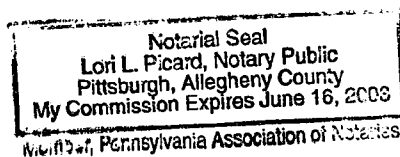
COUNTY OF CLEARFIELD

SS:


Christopher J. Richardson

7th day of December 2000.

Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK)	CIVIL DIVISION
Formerly DEPOSIT BANK)	
)	
Plaintiff)	Case No. 00-1209 CD
vs.)	
)	
TERRY & PAT'S PEACOCK)	
GARDENS, INC.)	
)	
Defendant.)	

TO: TERRY & PAT'S PEACOCK GARDENS, INC.
RR #1, Box 116
Luthersburg, PA 15848


DATE OF NOTICE: November 15, 2000

IMPORTANT NOTICE

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

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

TUCKER ARENSBERG, P.C.




Christopher J. Richardson, Esquire
Attorneys for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, TERRY & PAT'S PEACOCK GARDENS, INC., by depositing thereof in the United States mail, first class postage prepaid, on the 15th day of November, 2000, at the following address:

TERRY & PAT'S PEACOCK GARDENS, INC.
RR #1, Box 116
Luthersburg, PA 15848



Christopher J. Richardson, Esquire

FILED

DEC 19 2000
179449 City Richardson
WILLIAM A. SHAW
Prothonotary

pd \$20.00

Notice to Dg.

Statement to City Richardson

ES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Defendant.

No. 00-1209 CD

NOTICE OF JUDGMENT

To: Terry & Pat's Peacock Gardens, Inc.
RR #1, Box 116
Luthersburg, PA 15848

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on December 19, 2000, in the amount of \$7,168.18 plus continuing interest at the contract rate together with costs, late charges, and attorneys fees.

William L. Shaw

Prothonotary

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

COPY

First Commonwealth Bank
Plaintiff(s)

No.: 2000-01209-CD

Real Debt: \$7,168.18

Atty's Comm:

Vs.

Costs: \$

Int. From:

Terry & Pat's Peacock Gardens, Inc.
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 18, 2000

Expires: December 18, 2005

Certified from the record this 18th of December, 2000.



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendants.

CIVIL DIVISION

No. 00-1209-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

Counsel of record for Plaintiff:

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

CERTIFICATE OF ADDRESS:

RR #1, Box 116
Brady Township
Tax Parcel No. 107-B6-49 and 107-B6-50

FILED

MAR 30 2001

0/4:00/WS
William A. Shaw
Prothonotary

(Signature)

PP
20--

6 WANTS TO SHAW

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendants.

CIVIL DIVISION

No. 00-1209-CD


PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

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

Judgment Amount	\$ 7,168.18
Interest from 12/31/00 through 6/1/01@ 1.5637 per diem	\$ 237.82
Late Charges @\$24.44 per month through 6/1/00	\$ 122.17
Foreclosure fees	<u>\$ 850.00</u>
Sub-Total	\$ 8,378.17
Costs (to be added by the prothonotary)	\$
Total	\$

TUCKER ARENSBERG, P.C.



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

COMMONWEALTH OF PENNSYLVANIA

)


)

SS:

COUNTY OF ALLEGHENY

)

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



Christopher J. Richardson

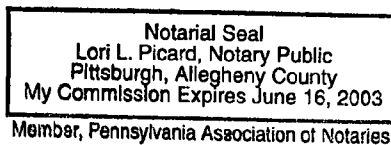
Sworn to and subscribed before me this

22nd day of March 2001.



Notary Public

Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,
vs.

No. 00-1209-CD

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendants.

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

ALL those parcels of realty located in Brady Township, Clearfield County, Pennsylvania, more fully bounded and described as follows:

PARCEL FIRST:

BEGINNING at a post on the north side of the public road; thence North 22° East along Water Street 150 feet to a post; thence South 68° East along other lands now or formerly of John Lias 50 feet to a post; thence South 22° West 150 feet to public road; thence North 68° West along said public road 50 feet to the place of beginning.

CONTAINING 7500 square feet, and known as Lot No. 17 in the John Lias Addition to said Village.

PARCEL SECOND:

BEGINNING at a post on line of public road leading from Stanley to Luthersburg; thence along lot now or formerly of L. Shepard, North 150 feet to a post; thence East 50 feet to a post; thence South 150 feet to a post at said public road; thence West by said public road 50 feet to the place of beginning.

CONTAINING 7500 square feet, and known as Lot No. 8 in the John Lias Addition to said Village.

THE CONVEYANCE of these two plots of ground referred to as "Parcel First" and "Parcel Second" is made fully subject to all the reservations in the Deed from Carmine Lamano to Peter F. Laman and Paolo F. Laman, dated September 26, 1905, and recorded in Clearfield County Deed Book 151, Page 260.

PARCEL THIRD:

BEGINNING at a post in corner of lots now or formerly of Peter P. Laman and John McBride; thence North 21° 31' East 298.3 feet to a post in line now or formerly of H.H. Radaker; thence South 87° East

381 feet to a post in line of lands now or formerly of H.H. Radaker; thence South 38° 34' West, 439.3 feet to a post in corner of lot now or formerly of Lewis V. Lies; thence North 68° 30' West along lots now or formerly of Lewis V. Leis and Peter Laman, 232 feet to a post and the place of beginning.

CONTAINING 2.45 acres

PARCEL FOURTH:

BOUNDED on the North by an alley; on the East by Lot No. 8; on the South by Main Street, and on the West by Lot No. 6; formerly owned by C.D. Semmers and being Lot No. 7 of the John Leis plot of lots in the said Village of Woodside (now Helvetia), the said lot having a frontage of 50 feet on Main Street and extending back 150 feet to an alley.

BEING the same premises which title became vested in Terry & Pat's Peacock Gardens, Inc. by Deed of John Eisman and Helen Carol Eisman, formerly known as Helen Carol Gardner, dated April 18, 1989 in Clearfield County Deeds and Records Book 1277, Page 536.

HAVING erected thereon a dwelling house, garage and outbuildings known as RR #1, Box 116

DESIGNATED Tax Parcel No. 107-B6-49 and 107-B6-50



Christopher J. Richardson

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendants.

CIVIL DIVISION

No. 00-1209-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

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

FILED

MAR 30 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

No. 00-1209-CD

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendants.

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

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

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

TERRY & PAT'S PEACOCK
GARDENS, INC.

RR #1, Box 116
Luthersburg, PA 15848

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

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

FIRST COMMONWEALTH BANK
f/k/a DEPOSIT BANK

c/o Christopher J. Richardson, Esq.
TUCKER ARENSBERG, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

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

FIRST COMMONWEALTH BANK
f/k/a DEPOSIT BANK

c/o Christopher J. Richardson, Esq.
TUCKER ARENSBERG, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

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

UNKNOWN

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

CLEARFIELD COUNTY TAX CLAIM

Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

BRADY TOWNSHIP and
DUBOIS AREA SCHOOL DIST.

c/o Mary Marshall, Tax Collector
Box 132
Luthersburg, PA. 15848

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

UNKNOWN

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

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

DATED: 3/22/01

By C. J. Richardson
Christopher J. Richardson
Attorney for Plaintiff

Sworn to and subscribed before me this
22nd day of March 2001.

Lori L. Picard

Notary Public

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendants.

CIVIL DIVISION

No. 00-1209-CD

AFFIDAVIT OF ACT 6

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

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

FILED

MAR 30 2001

William A. Shaw
Prothonotary

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendants.

CIVIL DIVISION

No. 00-1209-CD

AFFIDAVIT OF ACT 91

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

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

FILED

MAR 30 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,
vs.

No. 00-1209-CD

**TERRY & PAT'S PEACOCK
GARDENS, INC.**

Defendants.

COMMONWEALTH OF PENNSYLVANIA)
) ss:
COUNTY OF ALLEGHENY)

Before me, a Notary Public, personally appeared Christopher J. Richardson, Esquire, being duly sworn, deposes and says:

that Notice required by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.) was sent on or about March 29, 2000.


Christopher J. Richardson

SWORN to and subscribed before me
this 22nd day of March 2001.

Notary Public

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

No. 00-1209-CD

Plaintiff,

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

AFFIDAVIT OF LAST KNOWN ADDRESS

Defendants.

Filed on behalf of plaintiff,
FIRST COMMONWEALTH BANK

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

No. 00-1209-CD

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendants.


AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANT

Before me, the undersigned Notary Public, appeared Christopher J. Richardson, Esquire, who being duly sworn, deposes and said as follows:

1. That he is counsel for the Plaintiff in the above-referenced matter.
2. That to the best of his knowledge information and belief, the last known address of Defendant,

TERRY & PAT'S PEACOCK GARDENS, INC is: RR 1, Box 116, Luthersburg, PA 15848.

TUCKER ARENSBERG, P.C.



Christopher J. Richardson, Esquire
Attorney for FIRST COMMONWEALTH BANK

Sworn and subscribed before me this
22nd day of March 2001.



Notary Public

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

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

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

FIRST COMMONWEALTH BANK
f/k/a DEPOSIT BANK

Plaintiff,

vs.

TERRY & PAT'S PEACOCK,
GARDENS, INC.,

Defendants.

CIVIL DIVISION,

No. 00-1209-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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

ALL those four certain parcels of realty situate in Brady Township, Clearfield County, and Commonwealth of Pennsylvania being Lots 17, 8 and 4 in the John Lies Plan of Lots in Village of Helvetia and more fully described at DBV 1277, Page 536


HAVING erected thereon a dwelling, garage and outbuildings known as RR 1, Box 116, Luthersburg, Pennsylvania

DESIGNATED Tax Parcel Nos. 107-B6-49 and 107-B6-50

Amount due	\$ 7,168.18
Interest from 12/31/00	\$ 237.82
Late Charges	\$ 122.17
Foreclosure Fees	\$ 850.00
Total	\$ 8,378.17

Plus costs as per endorsement hereon.
183.36

Dated MARCH 30, 2001
(SEAL)


Prothonotary, Court of Common Pleas
of Clearfield County, Pennsylvania

WRIT OF EXECUTION -- (MORTGAGE FORECLOSURE)

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

FIRST COMMONWEALTH BANK
f/k/a DEPOSIT BANK

Plaintiff,
vs.

TERRY & PAT'S PEACOCK,
GARDENS, INC.,

Defendants.

CIVIL DIVISION,

No. 00-1209-CD

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA

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


ALL those four certain parcels of realty situate in Brady Township, Clearfield County, and Commonwealth of Pennsylvania being Lots 17, 8 and 4 in the John Lies Plan of Lots in Village of Helvetia and more fully described at DBV 1277, Page 536

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Late Charges	\$ 122.17
Foreclosure Fees	\$ 850.00
Total	\$ 8,378.17
Plus costs as per endorsement hereon.	183.36

Dated MARCH 30, 2001
(SEAL)


WILLIAM A. SHAMP Prothonotary, Court of Common Pleas
Prothonotary of Clearfield County, Pennsylvania
My Commission Expires
1st Monday in Jan. 2002
Clearfield Co. Clearfield, PA.

SHERIFF'S BILL OF PARTICULARS

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

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

E.D. No. Term, 20

D.S.B. No. Term, 20

C.D. No. 1209 Term, 2000

FIRST COMMONWEALTH BANK

f/k/a DEPOSIT BANK

versus

TERRY & PAT'S PEACOCK

GARDENS, INC.

Rec'd 20 at M.

Writ Issued 20

Debt..... \$ 7,168.18

Int..... \$ 237.82

Late Charges..... \$ 122.17

Pro. and Tax by.....

Attorney..... \$ 850.00

Sheriff

Pro.....

Sheriff

Sat.....

Searches.....

Taxes.....

Christopher J. Richardson, Attorney

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10911

FIRST COMMONWEALTH BANK F/K/A DEPOSIT BANK

00-1209-CD

VS.

TERRY & PAT'S PEACOCK GARDENS, INC.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 12, 2001, RECEIVED A FAX THAT WRIT IS TO BE WITHDRAWN AS DEFENDANTS PAID SEVEN THOUSAND ONE HUNDRED SIXTY-EIGHT DOLLARS AND EIGHTEEN CENTS TO SATISFY THE JUDGMENT.

NOW, JUNE 21, 2001, RETURN WRIT AS NO SALE HELD AS DEFENDANTS SATISFIED JUDGMENT. PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$152.36

SURCHARGE 20.00

PAID BY ATTORNEY

FILED

JUN 22 2001

01932

William A. Shaw
Prothonotary

WAS

Sworn to Before Me This

22nd Day Of June 2001

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 *Margaret H. Pitt*

Chester A. Hawkins
Sheriff

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

April 12, 2001

VIA FACSIMILE NO. 814-814-765-5915

Clearfield County Sheriff
Courthouse
1 North Main Street
Clearfield, PA 16830
Attn: Peggy

Re: First Commonwealth Bank
Vs: Terry & Pat's Peacock Gardens, Inc.
Execution No. 00-1209 CD
TUCKER ARENSBERG FILE NO. 11555-27476

Dear Bea:

Please Stay and Withdraw the Writ for the above referenced sale. The Plaintiff has realized \$7,168.18 to satisfy the Judgment. We will await your final bill for costs and poundage before filing our Praecept to Satisfy the Judgment.

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

Very truly yours,
TUCKER ARENSBERG, P.C.

Jo Albright, Paralegal
DIRECT DIAL: (412) 594-5506

cc: Christopher J. Richardson

MJA/mja

1500 ONE FPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-6619

Pittsburgh Airport Area • Greensburg • Harrisburg

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

Rec'd
4-12-01

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK
F/K/A DEPOSIT BANK,

Plaintiff,

vs.

TERRY & PAT'S PEACOCK
GARDENS, INC.

Defendant.

CIVIL DIVISION

No. 00-1209-CD

PRAECIPE TO SATISFY
JUDGMENT IN MORTGAGE
FORECLOSURE

Filed on behalf of Plaintiff,
FIRST COMMONWEALTH BANK
F/K/A DEPOSIT BANK

Counsel of record for this party:

Christopher J. Richardson, Esq.
Pa I.D. #44841
Brett A. Solomon, Esq.
Pa I.D. #83746

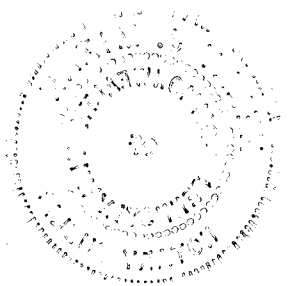
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

FILED

JUL 06 2001

William A. Shaw
Prothonotary

Notarial Seal
Kelly J. Mizak, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 23, 2005
Member, Pennsylvania Association of Notaries



FILED

JUL 13 2021

William A. Shaw
Protonary

NO Ce

2 ^{Cont.} of Satisfaction

to Atty

Atty p.d. \$7.00

CV
[Signature]

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

COPY

CERTIFICATE OF SATISFACTION OF JUDGMENT

Deposit Bank

No.: 2000-01209-CD

Vs.

Debt: \$7,168.18

Terry & Pat's Peacock Gardens, Inc.

Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Friday, July 06, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 6th day of July, A.D. 2001.

Prothonotary