

00-1292-CD
DEPOSIT BANK etal -vs- JAMES P. DWORETZKY etux

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

Plaintiff,

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

CIVIL DIVISION

NO.: 00-1292-00

TYPE OF PLEADING:

COMPLAINT IN
MORTGAGE FORECLOSURE

FILED ON BEHALF OF:
DEPOSIT BANK
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Joseph R. Lawrence, Esquire
PA I.D. No. 65709

Derek J. Ferace, Esquire
PA I.D. No. 83732

McGRATH & ASSOCIATES, P.C.
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222
TELEPHONE NO.: (412) 281-4333

FIRM NO.: 025

I hereby certify that the
property that is the subject
to this action is identified as:
801 East DuBois Avenue
City of DuBois
County of Clearfield, PA 15801

Joseph R. Lawrence, Esquire

FILED

OCT 18 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

Plaintiff,

No.:

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

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 THE COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY AN ATTORNEY AND THE 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 ANT 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 NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE OR KNOW AN LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

**COURT ADMINISTRATOR'S OFFICE
ONE NORTH 2ND STREET
CLEARFEILD, PA 16830
(814) 765-2641**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

Plaintiff,

No.:

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

NOW COMES, Plaintiff, DEPOSIT BANK, a division of First Commonwealth Bank, by and through its attorneys, McGrath & Associates, P.C., and files this Complaint in Mortgage Foreclosure as follows:

1. Plaintiff, Deposit Bank, a division of First Commonwealth Bank, is a banking institution authorized to do business in the Commonwealth of Pennsylvania and has its principal place of business located at 2 East Long Avenue, DuBois, Pennsylvania 15801 (hereinafter referred to as "Plaintiff").

2. Defendants, James P. Dworetzky and Lisa A. Dworetzky, his wife, are individuals whose last known address is 923 Treasure Lake, DuBois, Pennsylvania 15801 (hereinafter referred to as "Defendants").

3. On or about June 20, 1994, Defendants executed a certain Mortgage Note in favor of the Plaintiff in the original principal amount of \$583,500.00 (the "Note"). A true and correct copy of said Note is marked **Exhibit "A,"** attached hereto and made a part hereof.

4. On or about June 20, 1994, as security for payment of the debt evidenced by the Note, the Defendants made, executed and delivered to Plaintiff a Mortgage (the "Mortgage") in the original principal amount of \$583,500.00 on the premises more particularly described therein located partially in the City of DuBois and partially in Sandy Township, Clearfield County, Pennsylvania, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on June 21, 1994 in Mortgage Book Volume 1612, Page 596. A true and correct copy of the Mortgage containing a description of the premises subject to said Mortgage is marked **Exhibit "B,"** attached hereto and made a part hereof.

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

6. After defaulting under the terms of the Mortgage and Note, Defendants filed a Voluntary Bankruptcy Petition under Chapter 11 of the Bankruptcy Code in the Western District of Pennsylvania at Case No. 96-23167. Pursuant to the terms of the Amended Chapter 11 Plan of Reorganization, the delinquency was cured by the liquidation of certain additional collateral. A true and correct copy of the Amended Plan to Reorganization is marked **Exhibit "C,"** attached hereto and made a part hereof.

7. The Plan of Reorganization requires the Defendants to remain current under the original terms of the Note and Mortgage and further provided that Deposit Bank would have

an additional "Class 1" claim of its allowed attorneys' fees and expenses in connection with the Bankruptcy Code which would be collected under the terms of the Note and Mortgage. In this regard, Deposit Bank's allowed "Class 1" claim is \$24,041.79.

8. Defendants are now in default again under the terms of the aforesaid Note and Mortgage for, inter alia, failure to make payments of principal and interest when due.

9. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants have failed or refused to pay.

10. It was not necessary to mail a Notice of Homeowners' Emergency Mortgage Assistance Program to Defendants pursuant to the Homeowners' Emergency Mortgage Assistance Act of 1983 as:

- a) The mortgaged premises is not the principal residence of the Defendants; and
- b) The mortgaged premises is not a one or two family residential unit.

11. It was not necessary to mail a Notice of Intention to Foreclose Mortgage to Defendants pursuant to Act 6 of 1974, 41 P.S. Section 101, et seq. as:

- a) The Defendants are not Residential Mortgage Debtors;
- b) The Mortgage is not a Residential Mortgage; and
- c) The mortgaged premises is not a Residential unit.

12. Paragraph 6 of the Mortgage provides that Plaintiff is entitled to collect an attorneys' commission of 5% of the total indebtedness upon the Defendants' default under the terms of the Mortgage and Note.

13. The amount due and owing Plaintiff by Defendants as authorized by the Note is as follows:

Principal	\$348,163.26
Interest to 10/15/00	\$ 16,595.96
Late Charges to 10/15/00	\$ 4,826.64
Class 1 Bankruptcy Claim	\$ 24,041.79
Attorneys' Foreclosure Commission (5% of Principal, Interest & Late Fees Only)	\$ 18,479.29
TOTAL	\$412,106.94

Plus interest from October 15, 2000 at the contractual rate under the Note of \$82.21 per diem, additional late charges and costs of collection.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of **\$412,106.94**, with interest from October 15, 2000, at the contractual rate under the Note of \$82.21 per diem, additional late charges, costs of collection and for foreclosure and sale of the mortgaged premises.

McGRATH & ASSOCIATES, P.C.

By: 

Joseph R. Lawrence, Esquire
PA I.D. #65709
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222
Telephone No.: (412) 281-4333

Mortgage Note

\$583,500.00

Dubois, Pennsylvania

June 20

19 94

For Value Received, James P. Dworetzky and Lisa A. Dworetzky,

promises to pay to the order of Deposit Bank

(hereinafter called "the Undersigned")

lawful money of the United States of America, the sum of Five Hundred and Eighty Three Thousand and Five Hundred United States Dollars, Dollars (\$ 583,500.00) and any additional moneys loaned or advanced by any holder hereof as hereinafter provided, as follows: Interest only monthly on money advanced to and including January 1, 1995 at 8.5%. The repayment schedule after the interest only period will be as follows: Five Hundred Eighty Three Thousand Five Hundred (\$583,500.00) Dollars, together with interest thereon at the rate of 8.5% per annum, payable within fifteen (15) years at the rate of Five Thousand Seven Hundred Forty Five and 96/100 (5,745.96) Dollars per month beginning February 1, 1995 and continuing on the same day of each month thereafter until the principal debt and interest are paid in full; said payments shall be applied, first, to payment of interest and the balance to payment of principal; said Mortgagors shall have the right to anticipate any or all payments.

"The undersigned shall have the right to prepay the principal of the loan in full at any time upon payment of the sum of 1% of the outstanding principal in addition to all other sums then due and owing on the loan. THIS NOTE ALSO CONTAINS AN ADDENDUM TO THE WARRANTIES AND AGREEMENTS THAT IS EXPLAINED IN EXHIBIT "C", ATTACHED HERETO AND INCORPORATED HEREIN. and any balance of principal or interest remaining unpaid on December 31, 2009 shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent (6%) of any such overdue payment as compensation for the additional service resulting from the default; all payments to be made at any office of Deposit Bank

, Pennsylvania or elsewhere as shall be directed by any holder hereof.

This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as any sums paid by any holder hereof pursuant to the terms of said Mortgage, and any such loans, advances or payments shall be added to and shall bear interest at the same rate as the principal debt.

In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage, the entire unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof; and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver of any such rights or of any default hereunder.

The Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder hereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is executed by more than one person, the undertakings and liability of each shall be joint and several.

This Note is secured by a Mortgage of even date herewith upon real estate described therein. THIS NOTE IS ALSO SECURED BY SEPARATE SECURITY AGREEMENTS, FRANCHISE ASSIGNMENT, SECURITIES ASSIGNMENT, AND LIFE INSURANCE ASSIGNMENT.
Witness the due execution hereof the day and year first above written.

Witnessed by:

Lisa A. Dworetzky (SEAL)

James P. Dworetzky (SEAL)

EXHIBIT "A" (SEAL)

For Value Received and intending to be legally bound, the Undersigned does hereby unconditionally guarantee and become surety for the due and punctual payment of each installment of principal of and interest on the within Mortgage Note as and when each said installment shall respectively become due and payable in accordance with the terms thereof, whether at maturity or by declaration, acceleration or otherwise, as well as all additional loans or advances and all other sums paid by any holder of said Note to or on behalf of the maker thereof pursuant to the terms of said Note or the Mortgage securing the same.

The Undersigned hereby waives any presentment for payment, notice of nonpayment, demand or protest, declares that this obligation is absolute and unconditional, and agrees that it shall not be released by any extension of time for payment or by any other matter or thing whatsoever whereby the Undersigned as absolute guarantor and surety otherwise would or might be released.

In case default be made for the space of thirty (30) days in the payment of any sums due under said Mortgage Note, the Undersigned hereby empowers any attorney of any court of record within the United States of America or elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of judgments, against the Undersigned in favor of any holder thereof, as of any term, for the unpaid balance of the principal debt, additional loans or advances and all other sums paid by any holder thereof to or on behalf of the maker of said Mortgage Note pursuant to the terms thereof or of the Mortgage securing the same, together with interest thereon, costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount, on which judgment or judgments one or more executions may issue forthwith. The Undersigned hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.

These presents shall bind the Undersigned and the Undersigned's heirs, executors, administrators and assigns, and the benefits hereof shall inure to the payee of said Mortgage Note, its successors and assigns. If executed by more than one person, this obligation and the undertakings hereunder shall be joint and several.

Witness the due execution hereof this

day of

, 19

Witnessed by:

..... (SEAL)
..... (SEAL)

**Mortgage
Note**

FROM

TO

ADDENDUM TO MORTGAGE NOTE

I/We understand interest will be charged on the unpaid principal balance at an annual rate of 7.77 % with a monthly payment of \$ 490.05 on my/our Mortgage Loan # 1-6834 as long as I/we maintain a satisfactory deposit account and permit the deduction of payments from the same.

If at any time during the term of this loan, I/we fail to maintain a satisfactory deposit account or do not permit the deduction of payments from the same, my/our annual interest rate will be re-set to 8.27 %, and my/our monthly payment will be reset to \$ 505.08, which is the rate and payment disclosed in my/our Mortgage Note.

6/2/94
(Date)

James P. Smith
(Signature)

6/2/94
(Date)

Risa L. Doretsky
(Signature)

✓

Mortgage

VOL 1612 PAGE 596

Made this 20th day of June, 1994

Between

James P. Dworetzky and Lisa A. Dworetzky,

(hereinafter, whether one or more, called "Mortgagor")

And

Deposit Bank

(hereinafter called "Mortgagee")

Whereas, Mortgagor has executed and delivered to Mortgagee a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagee in the principal sum of

Five Hundred Eighty-Three Thousand and Five Hundred Dollars Dollars \$583,500.00), lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagee, together with interest thereon at the rate provided in the note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

Now, Therefore, Mortgagor, in consideration of said debt or principal sum and as security for the payment of the same and interest as aforesaid, together with all other sums payable hereunder or under the terms of the Note, does grant and convey unto Mortgagee, its successors and assigns:

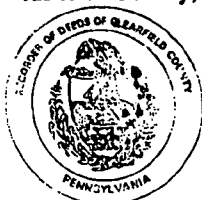
All certain piece or parcel of real estate being located partially in the City of DuBois and partially in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point at the Southwest corner of tract herein described, which point is also the Northern right of way line of Pa. Route 255, and which point is at the centerline of McCracken Run; thence North 10° 50' 14" East along centerline of McCracken Run a distance of 114.38 feet to a point; thence continuing along the centerline of McCracken Run, North 11° 54' 52" East a distance of 138.81 feet to a point; thence North 3° 17' 54" East a distance of 161.85 feet to a point in McCracken Run, and at the lands of DuBois Lanes, Inc.; thence South 88° 11' 38" East along lands of DuBois Lanes, Inc., a distance of 204.63 feet to a point; thence continuing along lands of DuBois Lanes, South 01° 48' 22" West a distance of 432.09 feet to a point at the Northern right of way of Route 255; thence North 83° 22' 30" West along said right of way a distance of 239.87 feet to a point at PC Station 117+ 61.67, which point is at or near the Eastern bank of McCracken Run; thence North 88° 44' West 12.12 feet to a point in the centerline of McCracken Run, being the place of beginning. Containing 2.14 acres, more or less.

TOGETHER with a right of way 50 feet in width which abuts the Eastern boundary of the tract herein described. Said right of way is to be used in common with the property lying to the East deeded to DuBois Lanes, Inc.. Such right of way shall be for purposes of ingress, egress and regress in and to the premises described herein perpetually, subject to the obligation of common maintenance with the adjoining tract over which this right of way is imposed. The said right of way is 50 feet wide and runs along the Eastern border of the tract herein described, and abuts such Eastern border, a total distance of 3335 feet.

BEING the same premises which were conveyed to Sunrise Properties, Inc. by deed of M. Randall DuBois, et us., dated March 10, 1992, and recorded at Clearfield, Pennsylvania, in Deeds and Records Book No. 1450, page 201.

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



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 11:16 AM 6-21-94
BY *Karen L. Starck*
FEES 13.50
Karen L. Starck, Recorder

EXHIBIT "B"

Together with the buildings and improvements erected thereon, the appurtenances thereunto belonging and the reversions, remainders, rents, issues and profits thereof.

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

Provided, However, That if Mortgagor shall pay to Mortgagee the aforesaid debt or principal sum, including additional loans or advances and all other sums payable by Mortgagor to Mortgagee hereunder and under the terms of the Note, together with interest hereon, and shall keep and perform each of the other covenants, conditions, and agreements hereinafter set forth, then this Mortgage and the estate hereby granted and conveyed shall become void.

This Mortgage is executed and delivered subject to the following covenants, conditions and agreements:

(1) The Note secured hereby shall evidence and this Mortgage shall cover and be security for any future loans or advances that may be made by Mortgagee to Mortgagor at any time or times hereafter and intended by Mortgagor and Mortgagee to be so evidences and secured, and such loans and advances shall be added to the principal debt.

(2) From time to time until said debt and interest are fully paid, Mortgagor shall: (a) pay and discharge, when and as the same shall become due and payable, all taxes, assessments, sewer and water rents, and all other charges and claims assessed or levied from time to time by any lawful authority upon any part of the mortgaged premises and which shall or might have priority in lien or payment to the debt secured hereby, (b) pay all ground rents reserved from the mortgaged premises and pay and discharge all Mechanics' liens which may be filed against said premises and which shall or might have priority in lien or payment to the debt secured hereby, (c) pay and discharge any documentary stamp or other tax, including interest and penalties thereon, if any, now or hereafter becoming payable on the Note evidencing the debt secured hereby, (d) provide, renew and keep alive by paying the necessary premiums and charges thereon such policies of hazard and liability insurance as Mortgagee may from time to time require upon the buildings and improvements now or hereafter erected upon the mortgaged premises, with loss payable clauses in favor of Mortgagor and Mortgagee as their respective interest may appear, and (e) promptly submit to Mortgagee evidence of the due and punctual payment of all the foregoing charges; provided, however, that Mortgagee may at its option require that sums sufficient to discharge the foregoing charges be paid in installments to Mortgagee.

(3) Mortgagor shall maintain all buildings and improvements subject to this Mortgage in good and substantial repair, as determined by Mortgagee. Mortgagee shall have the right to enter upon the mortgaged premises at any reasonable hour for the purpose of inspecting the order, condition and repair of the buildings and improvements erected thereon.

(4) In the event Mortgagor neglects or refuses to pay the charges mentioned at (2) above, or fails to maintain the buildings and improvements as aforesaid, Mortgagee may do so, add the cost thereof to the principal debt secured hereby, and collect the same as a part of said principal debt.

(5) Mortgagor covenants and agrees not to create, nor permit to accrue, upon all or any part of the mortgaged premises, any debt, lien or charge which would be prior to, or on a parity with, the lien of this Mortgage.

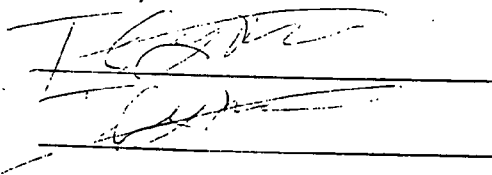
(6) In case default be made for the space of thirty (30) days in the payment of any installment of principal or interest pursuant to the terms of the Note, or in the performance by Mortgagor of any of the other obligations of the Note or this Mortgage, the entire unpaid balance of said principal sum, additional loans or advances and all other sums paid by Mortgagee pursuant to the terms of the Note or this Mortgage, together with unpaid interest thereon, shall at the option of Mortgagee and without notice become immediately due and payable, and foreclosure proceedings may be brought forthwith on this Mortgage and prosecuted to judgment, execution and sale for the collection of the same, together with costs of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever is the larger amount. Mortgagor hereby forever waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and waives all exemptions, from levy and sale of any property that now is or hereafter may be exempted by law.

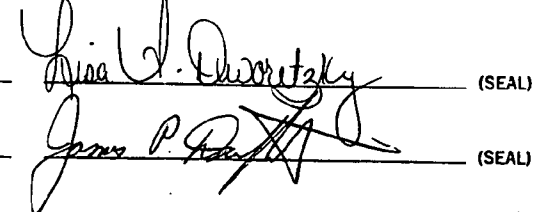
(7) Mortgagor agrees not to transfer title to the mortgaged premises unless the Mortgagee consents in writing to such transfer. A transfer to the heirs or devisees of the mortgagor in the event of the mortgagor's death shall not come within the prohibition of the foregoing sentence.

The covenants, conditions and agreements contained in this Mortgage shall bind, and the benefits thereof shall inure to, the respective parties hereto and their respective heirs, executors, administrators, successors and assigns, and if this Mortgage is executed by more than one person, the undertakings and liability of each shall be joint and several.

Witness the due execution hereof of the day and year first above written.

Witnessed by:



 (SEAL)

(SEAL)

(SEAL)

Commonwealth of Pennsylvania

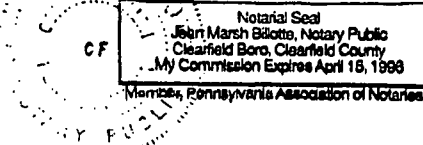
County of Clearfield } ss.

On this, the 20th day of June, 19 94, before me,

the undersigned officer, personally appeared James P. Dworetzky and Lisa A. Dworetzky
 satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage,
 and acknowledged that they executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires:



Jean Marsh Billette

Commonwealth of Pennsylvania

County of _____ } ss.

On this, the _____ day of _____, 19 _____, before me,

the undersigned officer, personally appeared _____
 satisfactorily proven to me to be the person whose name _____ subscribed to the within Mortgage,
 and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

My commission expires: _____

Mortgage

FROM

TO

Certificate of Residence of Mortgagee

I do hereby certify that the precise residence and complete post office address of the
 Dworetzky's is: THAT

923 Treasure Lake, DuBois PA 15801

Attorney for James P. and Lisa A. Dworetzky

Commonwealth of Pennsylvania

County of _____ } ss.

Recorded in the Office of the Recorder of Deeds in and for said County on the
 day of _____, 19 _____, in Mortgage Book
 Volume _____, page _____

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

Entered of Record June 21 19 94 11-16-94 Recorded Starck, Recorder

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re:	:	BANKRUPTCY NO. 96-23167BM
JAMES P. DWORETZKY and	:	
LISA A. DWORETZKY, his	:	JUDGE MARKOVITZ
wife, individually and	:	
d/b/a L.A.D. UNLIMITED	:	CHAPTER 11
ENTERPRISES, d/b/a FAT	:	
BOYS' BAR-B-Q,	:	
Debtors	:	

DEBTORS' AMENDMENT TO PLAN OF REORGANIZATION
AND DISCLOSURE STATEMENT DATED DECEMBER 5, 1996

AND NOW, come the Debtors, James P. Dworetzky and Lisa A. Dworetzky, his wife, individually and d/b/a L.A.D. Unlimited Enterprises, d/b/a Fat Boys' Bar-B-Q (hereinafter "Debtors"), by and through their attorneys, Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., and file this Amendment to Plan of Reorganization and Disclosure Statement Dated December 5, 1996 of which the following is a statement:

I. DEFINITION

Closing: The real estate closing on the Debtors' commercial building and equipment located at 801 East DuBois Avenue, Route 255, DuBois, Pennsylvania 15801 along with the closing on the Pennsylvania Liquor License No. R-15131. By Order dated October 9, 1997, the Court granted the Debtors' Motion for Leave to Engage Realtor authorizing the employment of Howard Hanna Allemande Realty to list the Debtors' commercial building, equipment and Pennsylvania liquor license for sale.

IV. CLAIMS NOT IMPAIRED UNDER THE PLAN

Class 1: The Class 1 costs and expenses of administration shall be paid within thirty (30) days of the Closing to the extent allowed and ordered paid by the Court. In addition to the fees of the Debtors' counsel, the Debtors' accountant, the Class 1 costs and expenses of administration also include any administrative expenses owed to Deposit Bank in connection with its reimbursement of attorneys' fees and expenses which it incurred as an oversecured creditor.

The claims of Class 1 are not impaired under the Plan.

Class 3: The Class 3 tax claims of governmental units shall be paid in cash, in full, within thirty (30) days of the Closing.

The claims of Class 3 are not impaired under the Plan.

Class 5: The Class 5 Secured Creditors shall be paid as follows: the Debtors' marketable securities shall be liquidated immediately with the net proceeds applied as follows:

(a) The Commercial Loan shall be brought current as of October 1, 1997 by applying \$106,989.84 of the sales proceeds to the Commercial Loan;

(b) In the event any sales proceeds are available after payment of the amount identified in subparagraph (a), \$25,000 of the sales proceeds shall be distributed to the Debtors for use as operating capital in order to pay the claims incurred in the ordinary course of the Debtors' business until the time of Closing;

(c) To the extent any sales proceeds are available after payment of the amounts identified in subparagraphs (a) and (b), the payments due in connection with the Commercial Loan shall be pre-paid through, and including, the July, 1998 payment in order to provide DuBois Deposit Bank with adequate protection payments;

(d) Any remaining balance of the sale proceeds shall be applied towards the Commercial Loan;

(e) The remaining balance of the Commercial Loan shall be paid in cash, in full, according to the terms of the Loan or at the time of the Closing whichever event occurs sooner. In this regard, all of the terms and conditions of the Commercial Loan documents including, but not limited to, the default remedies, shall remain enforceable and shall not be impaired.

The present fair market value of the Debtors' marketable securities which were pledged to the DuBois Deposit Bank fluctuate on a daily basis. By way of reference, the marketable securities had a value of approximately \$229,051.46 as of September 10, 1997. Deposit Bank's pre-petition judgment liens against the Debtors' other property shall remain valid and unimpaired until such time as the Commercial Loan has been paid in full.

The claims of Class 5 are not impaired under the Plan.

Class 7: The Class 7 Unsecured Creditors shall be paid 100% of their allowed claims within thirty (30) days of the Closing.

The claims of Class 7 are not impaired under the Plan.

V. CLAIMS IMPAIRED UNDER THE PLAN

Class 6: The Class 6 Franchisor Creditor shall be paid seventy-five percent (75%) of the amount of its allowed claim within thirty (30) days of the Closing in full settlement of its claim. This shall include the Franchisor Creditors' pre-petition and post-petition claim.

VI. MEANS FOR EXECUTION OF THE PLAN

The Debtors have listed their commercial building, equipment and Pennsylvania liquor license for sale. By Order dated October 9, 1997, the Court authorized the employment of a realtor to sell the commercial business, equipment and Pennsylvania liquor license.

Within thirty (30) days of the Closing, the Debtors shall pay the following:

- (a) The Class 1 costs and expenses of administration in cash, in full;
- (b) Any unpaid Class 2 claims incurred in the ordinary course of business in cash, in full;
- (c) The Class 3 tax claims of governmental units in cash, in full;
- (d) The remaining balance due to the Class 5 Secured Creditors;
- (e) Seventy-five (75%) percent of the amount of the claims of the Class 6 Franchisor Creditors;


(f) One Hundred (100%) percent of the amount of the claims of the Class 7 Unsecured Creditors in cash, in full.

Notwithstanding the foregoing, Deposit Bank shall be entitled to collect its Class 1 claim in any manner provided for in the Commercial Loan documents in the event it elects to pursue its default remedies prior to the closing.

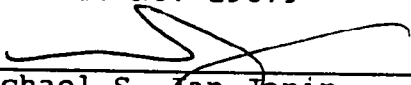
Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By


Lawrence C. Bolla
Pa. I.D. No. 19679

By


Michael S. Jan Janin
Pa. I.D. No. 38880
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222
Attorneys for Debtors, James P.
Dworetzky and Lisa A. Dworetzky,
his wife, individually and d/b/a
L.A.D. Unlimited Enterprises, d/b/a
Fat Boys' Bar-B-Q

A9791PLD.MSJ

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re: : BANKRUPTCY NO. 96-23167BM
JAMES P. DWORETZKY and :
LISA A. DWORETZKY, his : JUDGE MARKOVITZ
wife, individually and :
d/b/a L.A.D. UNLIMITED : CHAPTER 11
ENTERPRISES, d/b/a FAT :
BOYS' BAR-B-Q, :
Debtors :.

CERTIFICATION OF SERVICE

I, Michael S. Jan Janin, Esquire, of the law firm of Quinn, Buseck, Leemhuis, Toohey & Kroto, Inc., 2222 West Grandview Boulevard, Erie, Pennsylvania 16506, certify:

1. That I am, and at all times hereinafter mentioned was, more than 18 years of age;

2. That on the 5th day of November, 1997, I served a copy of the annexed Debtors' Amendment to Plan of Reorganization and Disclosure Statement Dated December 5, 1996 upon the following individuals at the following addresses by regular first-class mail, postage prepaid:


Stephen I. Goldring, Esq.
Office of the U.S. Trustee
Liberty Center
1001 Liberty Avenue, Suite 970
Pittsburgh, PA 15222

Joseph R. Lawrence, Esq.
McGrath & Associates, P.C.
The Bank Tower, 10th Floor
507 Fourth Avenue
Pittsburgh, PA 15222-2104
Attorneys for Deposit Bank

Respectfully submitted,

QUINN, BUSECK, LEEMHUIS, TOOHEY &
KROTO, INC.

By

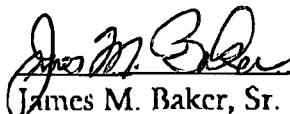

Michael S. Jan Janin
Pa. I.D. No. 38880
2222 West Grandview Boulevard
Erie, PA 16506-4508
(814) 833-2222
Attorneys for Debtors, James P.
Dworetzky and Lisa A. Dworetzky,
his wife, individually and d/b/a
L.A.D. Unlimited Enterprises, d/b/a
Fat Boys' Bar-B-Q

VERIFIED STATEMENT

I, James M. Baker, am duly authorized to make this Verified Statement on behalf of Deposit Bank, and I hereby verify that the statements set forth in the foregoing Complaint Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief.

I understand that false statements made herein are subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

Date: 10/13/00


James M. Baker, Sr. Vice President
DEPOSIT BANK

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10363

DEPOSIT BANK

00-1292-CD

VS.

DWORETZKY, JAMES & LISA A.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 6, 2000 AT 2:19 P.M. EST SERVED WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON LISA A. DWORETZKY, DEFENDANT AT EMPLOYMENT, COUNTRY CORNER REST., 801 E. DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO LISA DWORETZKY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF. SERVED BY: COUDRIET

NOW NOVEMBER 8, 2000 AT 11:08 A.M. EST SERVED WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES P. DWORETZKY, DEFENDANT AT RESIDENCE TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES P. DWORETZKY, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

Return Costs

Cost	Description
43.76	SHFF. HAWKINS PD. BY ATTORNEY
20.00	SURCHARGE PD. BY ATTORNEY

FILED

DEC 13 2000

011:04

William A. Shaw
Prothonotary

8/58

Sworn to Before Me This

13th Day of December 2000

William A. Shaw

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

So Answers,

Chester A. Hawkins
by Marilyn Hamr
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

Plaintiff,

No.: 00-1292- CD

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION - MORTGAGE FORECLOSURE

TO: PROTHONOTARY

Please issue a Writ of Execution in Mortgage Foreclosure, directed to the Sheriff of Clearfield County, against the Defendants, **James P. Dworetzky and Lisa A. Dworetzky**, with respect to the property described in **Exhibit "A"** attached hereto, as follows:

Principal	\$ 348,163.26
Interest to 6/4/01	\$ 35,586.16
Late Charges to 6/4/01	\$ 7,239.96
Class 1 Bankruptcy Claim	\$ 24,041.79
Attorneys' Foreclosure Commission	<u>\$ 19,549.47</u>
TOTAL:	\$434,580.64

McGRATH & ASSOCIATES, P.C.

By: _____

Joseph R. Lawrence, Esquire
PA I.D. No. 65709
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, Pennsylvania 15222-2102
Telephone (412) 281-4333

FILED

FEB 15 2001

William A. Shaw
Prothonotary

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

Deposit Bank a division of
First Commonwealth Bank,

COPY

Vs.

NO.: 2000-01292-CD

James P. Dworetzky ,
Lisa A. Dworetzky ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due DEPOSIT BANK A DIVISION OF FIRST COMMONWEALTH BANK, Plaintiff(s) from JAMES P. DWORETZKY , LISA A. DWORETZKY , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Exhibit "A"

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$348,163.26
INTEREST: to 6/4/01 - \$35,586.16
PROTH. COSTS: \$

ATTY'S COMM: \$19,549.47
DATE: 02/15/2001

PAID: \$40.00
SHERIFF: \$
OTHER COSTS: \$24,041.79 - Bankruptcy Claim and
\$24,041.79 Late Charges to 6/4/01



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Requesting Party: Joseph R. Lawrence, Esquire
1500 Union Bank Building
Pittsburgh, PA 15222-2102

Sheriff

ALL the right, title, interest and claim of: **James P. Dworetzky and Lisa A. Dworetzky**, of, in and to:

ALL that certain piece or parcel of real estate being located partially in the City of DuBois and partially in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point at the Southwest corner of the tract herein described, which point is also the Northern right of way line of Pa. Route 255, and which point is at the centerline of McCracken Run; thence North 10° 50' 14" East along the centerline of McCracken Run a distance of 114.38 feet to a point; thence continuing along the centerline of McCracken Run, North 11° 54' 52" East a distance of 138.81 feet to a point; thence North 3° 17' 54" East a distance of 161.85 feet to a point in McCracken Run, and at the lands of DuBois Lanes, Inc.; thence South 88° 11' 38" East along lands of DuBois Lanes, a distance of 204.63 feet to a point; thence continuing along lands of DuBois Lanes, South 01° 48' 22" West a distance of 432.09 feet to a point at the Northern right of way line of Route 255; thence North 83° 22' 30" West along said right of way a distance of 239.87 feet to a point at PC Station 117+ 61.67, which point is at or near the Eastern bank of McCracken Run; thence North 88° 44' West 12.12 feet to a point in the centerline of McCracken Run, being the place of beginning. Containing 2.14 acres, more or less.

TOGETHER with a right of way 50 feet in width which abuts the Eastern boundary of the tract herein described. Said right of way is to be used in common with the property lying to the East deeded to DuBois Lanes, Inc. Such right of way shall be for purposes of ingress, egress and regress in and to the premises described herein perpetually, subject to the obligation of common maintenance with the adjoining tract over which this right of way is imposed. The said right of way is 50 feet wide and runs along the Eastern border of the tract herein described, and abuts such eastern border, a total distance of 335 feet.

BEING the same property which Sunrise Properties, Inc., by deed dated June 9, 1994 and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1612, page 592, granted and conveyed to James P. Dworetzky and Lisa A. Dworetzky.

DBV 1612
Page 592

Exhibit "A"

FILED

FEB 15 2001

~~William A. Straw~~
Prothonotary

City Lawrence pd \$20.00
6 werts to City Lawrence

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

/ Plaintiff,

vs.

54
64
JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

CIVIL DIVISION

NO.: 00-1292-CD

TYPE OF PLEADING:

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF:
DEPOSIT BANK
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Joseph R. Lawrence, Esquire
PA I.D. No. 65709

Derek J. Ferace, Esquire
PA I.D. No. 83732

McGRATH & ASSOCIATES, P.C.
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222
TELEPHONE NO.: (412) 281-4333

FIRM NO.: 025

FILED

DEC 14 2000

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

Plaintiff,

No.: 00-1292- CD

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: PROTHONOTARY

Please enter a default judgment in mortgage foreclosure in the above-captioned case in favor of Plaintiff, **Deposit Bank**, and against Defendants, **James P. Dworetzky and Lisa A. Dworetzky**, in the amount of:

Principal	\$ 348,163.26
Interest to 12/10/00	\$ 21,117.20
Late fees to 12/10/00	\$ 5,171.40
Class 1 Bankruptcy Claim	\$ 24,041.79
Attorneys' Foreclosure Commission	\$ 18,722.59
TOTAL:	\$417,216.24

plus interest from December 10, 2000 at the contractual rate under the Note of \$82.21 per diem, additional late charges and costs of collection.

McGRATH & ASSOCIATES, P.C.

By: 

Joseph R. Lawrence, Esquire

PA I.D. No. 65709

1500 Union Bank Building


306 Fourth Avenue

Pittsburgh, Pennsylvania 15222-2102

Telephone (412) 281-4333

Attorneys for Deposit Bank

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } SS:



Joseph R. Lawrence, Esquire

12th day of December, 2000.

Dana M. Ryerson
Notary Public

Notarial Seal
Dana M. Ryerson, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 22, 2003
Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

Plaintiff,

No.: 00-1292-CD

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

TO: JAMES P. DWORETZKY
801 E. DuBois Avenue
DuBois, PA 15801

DATE OF NOTICE: November 28, 2000

IMPORTANT NOTICE

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

**COURT ADMINISTRATOR'S OFFICE
ONE NORTH 2ND STREET
CLEARFEILD, PA 16830
(814) 765-2641**

McGRATH & ASSOCIATES, P.C.

By: 

Joseph R. Lawrence, Esquire
PA I.D. No. 65709
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-4333

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

Received From:

McGRATH & ASSOCIATES, P.C.

ATTORNEYS

1500 UNION BANK BUILDING

306 FOURTH AVENUE

PITTSBURGH, PENNSYLVANIA 15222-2102

One piece of ordinary mail addressed to:

James P. Dworetzky
801 E. DuBois Avenue
DuBois, PA 15801

PS Form 3817, Mar. 1989



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

Plaintiff,

No.: 00-1292-CD

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

TO: LISA A. DWORETZKY
JAMES P. DWORETZKY
c/o Lawrence C. Bolla, Esquire
Quinn Buseck Leemhuis Toohey & Kroto, Inc.
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508

DATE OF NOTICE: November 28, 2000

IMPORTANT NOTICE

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

**COURT ADMINISTRATOR'S OFFICE
ONE NORTH 2ND STREET
CLEARFEILD, PA 16830
(814) 765-2641**

McGRATH & ASSOCIATES, P.C.

By: 

Joseph R. Lawrence, Esquire
PA I.D. No. 65709
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-4333

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
McGRATH & ASSOCIATES, P.C.			
ATTORNEYS			
1500 UNION BANK BUILDING			
306 FOURTH AVENUE			
PITTSBURGH, PENNSYLVANIA 15222-2102			
One piece of ordinary mail addressed to:			
Lisa A. Dworetzky & James P. Dworetzky			
C/o Laurence C. Bolla, Esq.			
2222 West Grandview Blvd.			
Erie, PA 16506-4508			
PS Form 3817, Mar. 1989			

0.60


U.S. POSTAGE

PB METER 8424676

PITTSBURGH PA

MCV 28 00

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF ALLEGHENY } SS:


Joseph R. Lawrence, Esquire

12th day of December, 2000.

Notarial Seal
Dana M. Ryerson, Notary Public
Pittsburgh, Allegheny County
My Commission Expires Sept. 22, 2003
 Member, Pennsylvania Association of Notaries

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

Plaintiff,

No.: 00-1292-CD

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

TO: LISA A. DWORETZKY
801 E. DuBois Avenue
DuBois, PA 15801

DATE OF NOTICE: November 28, 2000

IMPORTANT NOTICE

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

**COURT ADMINISTRATOR'S OFFICE
ONE NORTH 2ND STREET
CLEARFEILD, PA 16830
(814) 765-2641**

McGRATH & ASSOCIATES, P.C.

By: 

Joseph R. Lawrence, Esquire
PA I.D. No. 65709
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-4333

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

CERTIFICATE OF MAILING

Received From:

McGRATH & ASSOCIATES, P.C.
ATTORNEYS
1500 UNION BANK BUILDING
306 FOURTH AVENUE
PITTSBURGH, PENNSYLVANIA 15222-21

One piece of ordinary mail addressed to:

Lisa A. Dvoretzky
801 E. DuBois Avenue
DuBois, PA 15801

0.60
U.S. POSTAGE
PB METER
8424676
PITTSBURGH, PA
NOV 28 '00

PS Form 3817, Mar. 1989

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

Plaintiff,

No.: 00-1292-CD

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

TO: LISA A. DWORETZKY
JAMES P. DWORETZKY
c/o Lawrence C. Bolla, Esquire
Quinn Buseck Leemhuis Toohey & Kroto, Inc.
2222 West Grandview Boulevard
Erie, Pennsylvania 16506-4508


DATE OF NOTICE: November 28, 2000

IMPORTANT NOTICE

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

**COURT ADMINISTRATOR'S OFFICE
ONE NORTH 2ND STREET
CLEARFEILD, PA 16830
(814) 765-2641**

McGRATH & ASSOCIATES, P.C.

By: 
Joseph R. Lawrence, Esquire
PA I.D. No. 65709
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222
(412) 281-4333

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

Received From:
McGRATH & ASSOCIATES, P.C.
ATTORNEYS
1500 UNION BANK BUILDING
306 FOURTH AVENUE
PITTSBURGH, PENNSYLVANIA 15222-2102

One piece of ordinary mail addressed to:
Lisa A. Dworetzky & James P. Dworetzky
C/o Laurence C. Bolla, Esq.
2222 West Grandview Blvd.
Erie, PA 16506-4508

PS Form 3817, Mar. 1989

U.S. POSTAGE
0.60
U.S. POSTAGE
PA
NOV 23 '00
PA
5-124676

FILED

(12/27)

DEC 14 2000

013,591

William A. Shaw

Prothonotary

Lawrence

for \$20.00

Statement to atty

Notice to Dgs.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

COPY

Plaintiff,

No.: 00-1292- CD

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

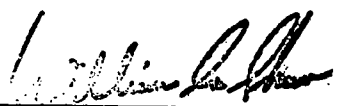
TO: ☐ PLAINTIFF
 ☒ DEFENDANT, LISA A. DWORETZKY
 ☐ ADDITIONAL DEFENDANT

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on December 14, 2000.

☐ A copy of the Order or Decree is enclosed,

or

☒ The judgment is as follows: Judgment in favor of Plaintiff, Deposit Bank, and against Defendants, James P. Dworetzky and Lisa A. Dworetzky, in the amount of \$417,216.24, plus interest from December 10, 2000 at the contractual rate under the Note of \$82.21 per diem, additional late charges and costs of collection.



Deputy

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division
of First Commonwealth Bank,

CIVIL DIVISION

COPY

Plaintiff,

No.: 00-1292- CD

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,

Defendants.

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: ☐ PLAINTIFF
 ☒ DEFENDANT, JAMES P. DWORETZKY
 ☐ ADDITIONAL DEFENDANT

You are hereby notified that an Order, Decree or Judgment was entered in the above-captioned proceeding on December 14, 2000.

☐ A copy of the Order or Decree is enclosed,

or

☒ The judgment is as follows: Judgment in favor of Plaintiff, Deposit Bank, and against Defendants, James P. Dworetzky and Lisa A. Dworetzky, in the amount of \$417,216.24, plus interest from December 10, 2000 at the contractual rate under the Note of \$82.21 per diem, additional late charges and costs of collection.



Deputy

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

COPY

Deposit Bank a div of First Commonwealth
Bank
Plaintiff(s)

No.: 2000-01292-CD

Real Debt: \$417,216.24

Atty's Comm:

Vs.

Costs: \$

Int. From:

James P. Dworetzky
Lisa A. Dworetzky
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 14, 2000

Expires: December 14, 2005

Certified from the record this 14th day 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

DEPOSIT BANK, a division
SAP of First Commonwealth Bank,

Plaintiff,

vs.

SAP JAMES P. DWORETZKY and
SAP LISA A. DWORETZKY, husband
SAP and wife,

Defendants.

CIVIL DIVISION

NO.: 00-1292-CD

TYPE OF PLEADING:

PRAECIPE TO SATISFY JUDGMENT

FILED ON BEHALF OF:
DEPOSIT BANK,
Plaintiff

COUNSEL OF RECORD FOR THIS
PARTY:

Joseph R. Lawrence, Esquire
PA I.D. No. 65709

McGRATH & ASSOCIATES, P.C.
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, PA 15222

TELEPHONE NO.: (412) 281-4333

FIRM NO.: 025

FILED

APR 26 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DEPOSIT BANK, a division of
First Commonwealth Bank,

CIVIL DIVISION

No.: 00-1292-CD

Plaintiff,

vs.

JAMES P. DWORETZKY and
LISA A. DWORETZKY, husband
and wife,


Defendants.

PRAECIPE TO SATISFY JUDGMENT

TO: PROTHONOTARY

Kindly satisfy the Judgment in the above-captioned matter and mark the docket accordingly.

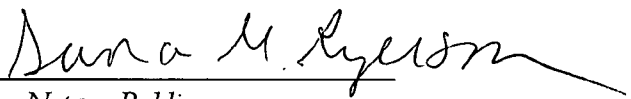
McGRATH & ASSOCIATES, P.C.

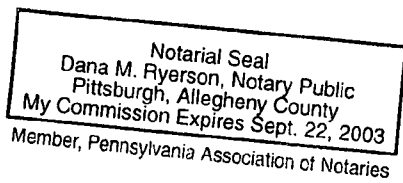
By: 
Joseph R. Lawrence, Esquire
Attorneys for Plaintiff

SWORN TO AND SUBSCRIBED

before me this 23rd day

of April, 2001.


Notary Public



CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing Praecipe to Satisfy Judgment was served on the following this 23rd day of April, 2001, by first-class U.S. Mail, postage-prepaid:

James P. Dworetzky
923 Treasure Lake
DuBois, PA 15801

Lisa A. Dworetzky
923 Treasure Lake
DuBois, PA 15801

McGRATH & ASSOCIATES, P.C.

By: 

Joseph R. Lawrence, Esquire
PA I.D. #65709
1500 Union Bank Building
306 Fourth Avenue
Pittsburgh, Pennsylvania 15222
Telephone Number (412) 281-4333
Attorneys for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

CERTIFICATE OF SATISFACTION OF JUDGMENT

Deposit Bank a div of First Commonwealth
Bank

No.: 2000-01292-CD

Vs.

Debt: 417,216.24

James P. Dworetzky
Lisa A. Dworetzky


Atty's Comm.:

Interest From:

Cost: \$7.00

NOW, Thursday, April 26, 2001 , directions for satisfaction having been received, and all costs having been paid, SATISFACTION was entered of record.

Certified from the record this 26th day of April, A.D. 2001.



Prothonotary

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

Deposit Bank a division of
First Commonwealth Bank,

Vs.

NO.: 2000-01292-CD

James P. Dworetzky ,
Lisa A. Dworetzky ,

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due DEPOSIT BANK A DIVISION OF FIRST COMMONWEALTH BANK, Plaintiff(s) from JAMES P. DWORETZKY , LISA A. DWORETZKY , Defendant(s):

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Exhibit "A"

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:


and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

(3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

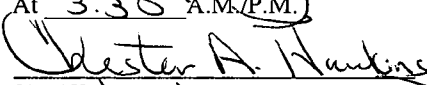
AMOUNT DUE: \$348,163.26
INTEREST: to 6/4/01 - \$35,586.16
PROTH. COSTS: \$

ATTY'S COMM: \$19,549.47
DATE: 02/15/2001

PAID: \$40.00
SHERIFF: \$
OTHER COSTS: \$24,041.79 - Bankruptcy Claim and
\$24,041.79 Late Charges to 6/4/01



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 28th day
of February A.D. 2001
At 3:30 A.M./P.M.

Sheriff by Margaret W. Pratt

Requesting Party: Joseph R. Lawrence, Esquire
1500 Union Bank Building
Pittsburgh, PA 15222-2102

ALL the right, title, interest and claim of: **James P. Dworetzky and Lisa A. Dworetzky**, of, in and to:

ALL that certain piece or parcel of real estate being located partially in the City of DuBois and partially in Sandy Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a point at the Southwest corner of the tract herein described, which point is also the Northern right of way line of Pa. Route 255, and which point is at the centerline of McCracken Run; thence North 10° 50' 14" East along the centerline of McCracken Run a distance of 114.38 feet to a point; thence continuing along the centerline of McCracken Run, North 11° 54' 52" East a distance of 138.81 feet to a point; thence North 3° 17' 54" East a distance of 161.85 feet to a point in McCracken Run, and at the lands of DuBois Lanes, Inc.; thence South 88° 11' 38" East along lands of DuBois Lanes, a distance of 204.63 feet to a point; thence continuing along lands of DuBois Lanes, South 01° 48' 22" West a distance of 432.09 feet to a point at the Northern right of way line of Route 255; thence North 83° 22' 30" West along said right of way a distance of 239.87 feet to a point at PC Station 117+ 61.67, which point is at or near the Eastern bank of McCracken Run; thence North 88° 44' West 12.12 feet to a point in the centerline of McCracken Run, being the place of beginning. Containing 2.14 acres, more or less.

TOGETHER with a right of way 50 feet in width which abuts the Eastern boundary of the tract herein described. Said right of way is to be used in common with the property lying to the East deeded to DuBois Lanes, Inc. Such right of way shall be for purposes of ingress, egress and regress in and to the premises described herein perpetually, subject to the obligation of common maintenance with the adjoining tract over which this right of way is imposed. The said right of way is 50 feet wide and runs along the Eastern border of the tract herein described, and abuts such eastern border, a total distance of 335 feet.

BEING the same property which Sunrise Properties, Inc., by deed dated June 9, 1994 and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1612, page 592, granted and conveyed to James P. Dworetzky and Lisa A. Dworetzky.

DBV 1612
Page 592

Exhibit "A"

FILED

FEB 15 2001
MAY 19 2001
William A. Shaw
Prothonotary

Lawrence J. Shaw
Le werts to city.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10788

DEPOSIT BANK ET AL

00-1292-CD

VS.

DWORETZKY, JAMES P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 19, 2001, AT 11:10 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, MAY 4, 2001, AT 10:00AM.

NOW, MARCH 19, 2001, AT 1:20 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LISA P. DWORETZKY, WIFE OF JAMES P. DWORETZKY, DEFENDANT, AT HER PLACE OF RESIDENCE, 923 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO LISA P. DWORETZKY, WIFE OF JAMES P. DWORETZKY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, MARCH 19, 2001, AT 1:20 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON LISA P. DWORETZKY, DEFENDANT, AT HER PLACE OF RESIDENCE, 923 TREASURE LAKE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO LISA P. DWORETZKY, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, APRIL 5, 2001, RECEIVED A FAX THAT SALE IS TO BE CANCELLED AS DEFENDANTS HAVE PAID ALL OUTSTANDING AMOUNTS DUE. A CHECK WILL BE SENT THIS OFFICE FOR POUNDAGE DUE.

NOW, MAY3, 2001, RECEIVED PLAINTIFF CHECK #15634 IN THE AMOUNT OF FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS AND THIRTY-ONE CENTS (\$5,950.31) FOR POUNDAGE DUE ON 00-880-CD AND 00-1292-CD.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10788

DEPOSIT BANK ET AL

00-1292-CD

VS.

DWORETZKY, JAMES P.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MAY 23, 2001, RETURN WRIT AS NO SALE HELD, DEFENDANTS PAID
ALL OUTSTANDING AMOUNTS DUE, PAID COSTS FROM ADVANCE AND MADE
REFUND OF UNUSED ADVANCE TO THE ATTORNEY.

SHERIFF HAWKINS \$168.84

SURCHARGE 40.00

PAID BY ATTORNEY

FILED

MAY 23 2001

0125 PM

William A. Shaw
Prothonotary

Sworn to Before Me This

23rd Day Of May 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. Pratt

Chester A. Hawkins

Sheriff

McGRATH & ASSOCIATES, P.C.

ATTORNEYS

FAX TRANSMITTAL

Date: April 5, 2001
To: Sheriff of Clearfield County
Fax: (814) 765-5915
Sender: Joseph R. Lawrence, Esquire

YOU SHOULD RECEIVE 2 PAGES WITH THIS TRANSMITTAL.
IF YOU DO NOT RECEIVE THE FULL TRANSMITTAL,
PLEASE CONTACT KELLY AT (412) 281-4333.

Re: Deposit Bank vs. James P. Dworetzky and Lisa A. Dworetzky;
Case No.: 00-880-CD
Sheriff's Sale Date: April 6, 2001

Deposit Bank vs. James P. Dworetzky and Lisa A. Dworetzky
Case No.: 00-1292-CD
Sheriff's Sale Date: May 4, 2001

Message:

Please see the attached.

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENT(S) IDENTIFIED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION AND, AS SUCH, IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR AN AGENT RESPONSIBLE FOR DELIVERING THIS MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS ORIGINAL MESSAGE TO US BY U.S. MAIL.

1500 UNION BANK BUILDING • 306 FOURTH AVENUE • PITTSBURGH, PENNSYLVANIA 15222-2101
TELEPHONE (412) 281-4333 FAX (412) 281-2141

SUITE 105 • 101 NORTH MAIN STREET • GREENSBURG, PENNSYLVANIA 15601-3228
TELEPHONE (724) 836-8060 FAX (724) 836-8802

INTERNET: www.leaderlaw.com

COPY

M&A

McGRATH & ASSOCIATES, P.C.

ATTORNEYS

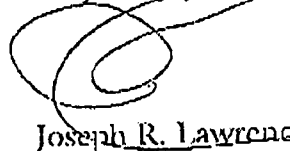
April 5, 2001

VIA TELECOPIER AND
U.S. FIRST CLASS MAILSheriff of Clearfield County
Clearfield County Courthouse
One North 2nd Street, Suite 116
Clearfield, PA 16830Re: Deposit Bank vs. James P. Dworetzky and Lisa A. Dworetzky;
Case No.: 00-880-CD
Sheriff's Sale Date: April 6, 2001Deposit Bank vs. James P. Dworetzky and Lisa A. Dworetzky
Case No.: 00-1292-CD
Sheriff's Sale Date: May 4, 2001

Dear Sir or Madam:

As you are aware, this office represents Deposit Bank in connection with the above-referenced matters. Please be advised that Deposit Bank has received a check for all outstanding amounts in connection with both of the above-referenced Sheriff's Sales. In this regard, please return both Writs to the Prothonotary's Office and stay both of the Sheriff's Sales. A check made payable to the Sheriff of Clearfield County for poundage will be forthcoming. Thank you for your cooperation in this matter. If you have any questions with regard to the foregoing, please do not hesitate to give me a call.

Very truly yours,


Joseph R. Lawrence

/kmb

cc: Mr. James M. Baker (via telecopier)

WWW.LENDERLAW.COM / KCORRESPONDENCE.101

COPY1500 UNION BANK BUILDING • 306 FOURTH AVENUE • PITTSBURGH, PENNSYLVANIA 15222-2102
TELEPHONE (412) 281-1333 FAX (412) 281-2141SUITE 105 • 101 NORTH MAIN STREET • GREENSBURG, PENNSYLVANIA 15601-2407
TELEPHONE (724) 836-8060 FAX (724) 836-8802

INTERNET: WWW.LENDERLAW.COM

M&A

McGRATH & ASSOCIATES, P.C.

ATTORNEYS

April 5, 2001

VIA TELECOPIER AND
U.S. FIRST CLASS MAIL

Sheriff of Clearfield County
Clearfield County Courthouse
One North 2nd Street, Suite 116
Clearfield, PA 16830

Re: Deposit Bank vs. James P. Dworetzky and Lisa A. Dworetzky;
Case No.: 00-880-CD
Sheriff's Sale Date: April 6, 2001

Deposit Bank vs. James P. Dworetzky and Lisa A. Dworetzky
Case No.: 00-1292-CD
Sheriff's Sale Date: May 4, 2001

Dear Sir or Madam:

As you are aware, this office represents Deposit Bank in connection with the above-referenced matters. Please be advised that Deposit Bank has received a check for all outstanding amounts in connection with both of the above-referenced Sheriff's Sales. In this regard, please return both Writs to the Prothonotary's Office and stay both of the Sheriff's Sales. A check made payable to the Sheriff of Clearfield County for poundage will be forthcoming. Thank you for your cooperation in this matter. If you have any questions with regard to the foregoing, please do not hesitate to give me a call.

Very truly yours,


Joseph R. Lawrence

COPY

/kmb

cc: Mr. James M. Baker (via telecopier)
W:\WPDATA\DEPOSIT\DWORETZKY\CORRES\SHERIFF.10L

1500 UNION BANK BUILDING • 306 FOURTH AVENUE • PITTSBURGH, PENNSYLVANIA 15222-2102
TELEPHONE (412) 281-4333 FAX (412) 281-2141
SUITE 105 • 101 NORTH MAIN STREET • GREENSBURG, PENNSYLVANIA 15601-2407
TELEPHONE (724) 836-8060 FAX (724) 836-8802

INTERNET: WWW.LENDERLAW.COM


4-9-01

M&A

McGRATH & ASSOCIATES, P.C.

ATTORNEYS
April 23, 2001

Sheriff of Clearfield County
Clearfield County Courthouse
One North 2nd Street, Suite 116
Clearfield, PA 16830

Re: Deposit Bank vs. James P. Dworetzky and Lisa A. Dworetzky;
Case No.: 00-880-CD
Sheriff's Sale Date: April 6, 2001

Deposit Bank vs. James P. Dworetzky and Lisa A. Dworetzky
Case No.: 00-1292-CD
Sheriff's Sale Date: May 4, 2001

Dear Sir or Madam:

As you are aware, this office represents Deposit Bank in connection with the above-referenced matters. Please be advised that Deposit Bank has received a check for all outstanding amounts in connection with both of the above-referenced Sheriff's Sales. In this regard, enclosed please find a check made payable to the Sheriff of Clearfield County in the total amount of \$5,950.31 which represents the poundage owed to the Sheriff for this matter. Also, enclosed please find copies of the Praecipies to Satisfy Judgments in connection with the above-referenced matters. If you have any questions with regard to the foregoing, please do not hesitate to give me a call.

Very truly yours,

Joseph R. Lawrence

/kmb
Enclosures

cc: Mr. James M. Baker

W:\WPDATA\DEPOSIT\DWORETZKY\CORRESP\SHERIFF.11L

1500 UNION BANK BUILDING • 306 FOURTH AVENUE • PITTSBURGH, PENNSYLVANIA 15222-2102
TELEPHONE (412) 281-4333 FAX (412) 281-2141

SUITE 105 • 101 NORTH MAIN STREET • GREENSBURG, PENNSYLVANIA 15601-2407
TELEPHONE (724) 836-8060 FAX (724) 836-8802

INTERNET: WWW.LENDERLAW.COM

MORTGAGE DISBURSEMENT ACCOUNT
DEPOSIT BANK

15634

60-416/313

PAY
TO THE
ORDER OF SHERIFF OF CLEARFIELD COUNTY

DATE APRIL 9, 2001

The sum of 5,950 dol's 31 cts

\$ 5,950.31----

db DEPOSIT BANK
MAIN OFFICE 01
DUBOIS, PA 15801
a division of FIRST COMMONWEALTH BANK

DOLLARS ☐ Security features
Examine
Details on back.

FOR DWORETZKY

Wm S. Kleban A.V.P.

⑈015634⑈ ⑈031304160⑈ 0101704771⑈

COPY

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

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

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

and made the following appropriations, viz:

SHERIFF COSTS:

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

TOTAL SHERIFF COSTS \$ 168.34

DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		

TOTAL DEED COSTS \$ _____

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$	348,163.26
INTEREST to 6-4-01		35,586.16

TOTAL DEBT & INTEREST \$ 383,749.42

COSTS:

ATTORNEY FEES	\$	—
PROTH. SATISFACTION		380.16
ADVERTISING		—
LATE CHARGES & FEES		24,041.79
TAXES-Collector		—
TAXES-Tax Claim		—
COSTS OF SUIT-To Be Added		—
LIST OF LIENS		—
MORTGAGE SEARCH		—
ACKNOWLEDGEMENT		—
DEED COSTS		—
ATTORNEY COMMISSION		19,549.47
SHERIFF COSTS		168.34
LEGAL JOURNAL AD		—
REFUND OF ADVANCE		—
REFUND OF SURCHARGE		—
PROTHONOTARY	\$	40.00
BANKRUPTCY CLAIM		24,041.79

TOTAL COSTS \$ 589.00

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

Chester A. Hawkins, Sheriff

COPY