

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

NATIONAL CITY BANK OF PENNSYLVANIA
successor in interest to Integra
Mortgage Company

Plaintiff

No. 00-1473-CO

vs.

COMPLAINT IN CIVIL ACTION

THOMAS D YOUNG and
MARY ANN YOUNG

Defendant

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
P.A. #68013
P. WILLIAM BERCIK, ESQUIRE
P.A. #59174
Bernstein Bernstein Krawec & Wymard, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

CERTIFICATE OF ADDRESS:
RR1 BOX 356
GOSHEN TOWNSHIP
PARCEL #115-N04-000-00006

BERNSTEIN FILE NO. RP001866

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

NOV 27 2000

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK OF PENNSYLVANIA,
successor in interest to INTEGRA
MORTGAGE COMPANY

Plaintiff

vs.

Civil Action No.

THOMAS D. YOUNG and
MARY ANN YOUNG

Defendant

NOTICE AND COMPLAINT

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

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

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

COMPLAINT

1. NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Integra Mortgage Company is a corporation, with offices at 3232 Newmark Road, Miamisburg, OH, 45342, is hereinafter referred to as "Plaintiff".

2. Defendants are adult individuals who reside at RR 1 Box 356, Frenchville, Clearfield County, Pennsylvania 16836.

3. On or about August 26, 1993, Defendants executed and delivered to Plaintiff a Note, a copy of which is attached hereto, marked Exhibit "1" and made a part hereof.

4. Of even date and as security for the aforementioned Note, Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded August 26, 1993, in the Office of the Clearfield County Recorder of Deeds in Mortgage Book Volume 1552, page 387. A copy of said Mortgage is attached hereto, marked Exhibit "2" and made a part hereof.

5. By the terms and conditions of the aforementioned Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Note.

6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. Plaintiff avers that all conditions precedent to the Defendant's duty of performance under said Note have occurred.

8. On or about July 31, 2000, a Notice was sent to Defendants in accordance with Act No. 6 of 1974, Section 403 and Act No. 91 Notice, that an action on said Mortgage may be commenced after 31 days from the date of said Notice. Said Notices further advised Defendants of their rights and obligations in accordance with said Acts. Copies of said Notices are attached hereto, marked Exhibit "3", and made a part hereof.

9. Plaintiff avers that the outstanding principal balance due is \$41,316.27.

10. Plaintiff is entitled to interest at a rate of 7.875% per annum. The Interest due from January 14, 2000 through and including October 31, 2000 amounts to \$2,630.64.

11. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum, as of October 31, 2000, is \$131.92 for advanced escrow.

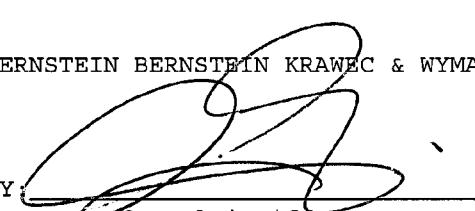
12. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$77.49 as of October 31, 2000.

13. By the terms of the aforementioned mortgage, Defendants have agreed to pay Plaintiff's reasonable attorneys' fees, which currently are \$850.00 and which will be subject to increase to \$110.00 per hour, depending on the extent of litigation required.

14. Although repeatedly requested to do so by Plaintiff, Defendants willfully failed to pay the aforesaid balance, interest, late charges, attorney fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally in the amount of \$45,006.32 with continuing interest and late charges at the contract rate plus costs.

BERNSTEIN BERNSTEIN KRAWEC & WYMARD, P.C.

BY: 
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
BERNSTEIN FILE NO. RP001866

NOTE

(Biweekly Payments—Fixed Rate—Without Conversion)

August 26, 19.93.

Clearfield

Pennsylvania

[City]

[State]

R.D. #1, Box 356, Frenchville, Pennsylvania 16836
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 47,500.00..... (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is ...Integra Mortgage Company..... its successors and assigns, 335 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2471. 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 7.875%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on October 4, 19.93. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on June 27, 2016, 2016, 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 biweekly payments at ...Integra Mortgage Company, its successors and assigns..... or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 172.21.....

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

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 biweekly 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 that 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 biweekly 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 5.00% 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 biweekly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

(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 cure the default by a certain date, the Note Holder may require me to pay immediately the full amount of principal that 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.

7. PAYMENT OF NOTE, PENALTIES 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.

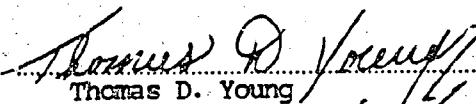
10. UNIFORM SECURED NOTE

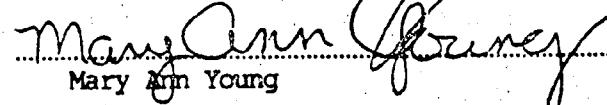
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that 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.


Thomas D. Young
(Seal)
-Borrower


Mary Ann Young
(Seal)
-Borrower

(Seal)
-Borrower

/Sign Original Only/

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



Karen L. Stark

Karen L. Stark
Recorder of Deeds

Vol 1552 pg 287

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 3:37 PM 8-26-93
BY: *REC'D. B.L.*
FEES *\$27.50*

Karen L. Stark, Recorder

(Space Above This Line For Recording Data)

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 26, 1993. The mortgagor is

Thomas D. Young and Mary Ann Young, husband and wife

("Borrower"). This Security Instrument is given to Integra Mortgage Company
its successors and assigns
335 Fifth Avenue
Pittsburgh, PA. 15222-2471

which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose
address is 335 Fifth Avenue, Pittsburgh, Pennsylvania

("Lender"). Borrower owes Lender the principal sum of
Forty Seven Thousand Five Hundred Dollars (U.S. \$47,500.00).
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 June 27, 2016.
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:

Please see attached sheet

which has the address of R.D. #1, Box 356, Frenchville, Clearfield County
Pennsylvania.

Zip Code: 16836 ("Property Address")

(Street, City)

PENNSYLVANIA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
Form 3029-9/90
Amended 8/91
0 17212 2/91

Page 1 of 8

Form 3029-9/90
Amended 8/91

EXHIBIT *2*

ALL that certain parcel or piece of land situated in the Township of Coshen, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a post on Gorham Township Road leading from Shawville to Caledonia Pike at corner of other lands of Joseph A. Owens, et ux, thence North along said Township Road seven hundred twenty (720) feet to a post at corner of lands of Carleton Kramer; thence in a Easterly direction along line of lands of Carleton Kramer three hundred ten (310) feet to a post corner of other lands of Joseph A. Owens, et ux; thence in a Southerly direction along line of other lands of Joseph A. Owens, et ux, seven hundred twenty-six (726) feet to a post; thence in a Westerly direction along line of other lands of Joseph A. Owens, et ux, three hundred thirty (330) feet to a post on Highway, and being point and place of beginning. Containing approximately five and two-tenths (5.2) acres.

EXCEPTING AND RESERVING therefrom all that certain parcel or piece of land situated in the Township of Coshen, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at a post on the corner of land now owned by Carleton Kramer, said post corner being on the right of way of Township Road leading from Shawville to the Caledonia Pike; thence in an easterly direction along the line of the said Kramer property, 310 feet to a post; thence in a southerly direction, 250 feet to a point on the residue of the premises from which this parcel is conveyed; thence along the line of said residue 310 feet to a point on the Township Road leading from Shawville to the Caledonia Pike; thence North along said Township Road 250 feet to a post and place of beginning. Being a parcel of land 310 feet by 250 feet and containing one and seventy-eight hundredths (1.78) Acres.

BEING that premises granted and conveyed to Walter and Brenda Owens by deed of Harry J. and Cathie A. Owens dated April 6, 1977 as recorded in Clearfield County Deed Book Volume 716 at Page 066.

W

vol 1552-289

The premises herein conveyed containing approximately 3.22 acres.

BEING that premises granted and conveyed to Harry Joseph Owens by deed dated March 6, 1980 as recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 794 at Page 167. Said Harry Joseph Owens has since married and his wife Susan E. Owens signs this Deed conveying whatever interest she may have in the premises conveyed herein.

BIWEEKLY PAYMENT RIDER

(Read Rate—Without Covenants)

THIS BIWEEKLY PAYMENT RIDER is made this ... 20th, day of ... AUGUST, 1993, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to ... InterCorp Mortgage Company, its successors, and assigns, ... (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

800, Rux. 156, Frenchville, Pennsylvania 16836

(Phone 412-222-4444)

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

A. BIWEEKLY PAYMENTS

The Note provides for the Borrower's biweekly loan payments as follows:

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on October 1, 1993. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on June 27, 2005, 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 biweekly payment at ... InterCorp Mortgage Company, ... or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$ 172.21.

(C) Manner of Payment

My biweekly payments will be made by an automatic deduction from an account I will maintain with the Note Holder, or with a different entity specified by the Note Holder. I will keep sufficient funds in the account to pay the full amount of each biweekly payment on the date it is due.

I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

The Security Instrument is amended as follows:

- (1) The word "monthly" is changed to "biweekly" in the Security Instrument whenever "monthly" appears.
- (2) In Uniform Covenant 2 of the Security Instrument ("Funds for Taxes and Insurance"), the word "twice" is changed to "biweekly".

By Signing Below, Borrower accepts and agrees to the terms and covenants contained in this Biweekly Payment Rider.

Thomas D. Young
Thomas D. Young

(Seal)
Borrower

Mary Ann Young
Mary Ann Young

(Seal)
Borrower

Form 3176 (90)
G00001-04/97/1

MULTISTATE BIWEEKLY PAYMENT RIDER (Read Rate)—Single Family—Funds Not balloon balanced
TELE 1002

17. **DEEDS, ETC.** WITHIN all the improvements now or hereafter erected on the property, and all grants, assignments, and fixtures, now or hereafter, or part of the property, all replacements and additions, shall also be covered by this Security Instrument. All of the foregoing is referred to as the Security Instrument or the Property.

18. **ROBUST Covenants.** Voter Borrower is lawfully seized of the estate herein named, and has the right to make, use, 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.

19. **THIS SECURITY INSTRUMENT** contains uniform covenants for both the borrower and the lender, covenants with limited, unenforceable preconditions, and a distance attorney instrument, covering all property.

20. **ATTORNEY-IN-FACT.** Borrower and Lender covenants, 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, Rent, 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, and the Note is paid in full, one-third of the monthly taxes and assessments which are then payable over this Security Instrument as a tax on the Property, the yearly household payments or ground rents on the Property, if any, by way of property insurance premium, plus yields. Good insurance premiums, if any; (c) realty mortgage insurance premiums, if any; and (d) dues payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in favor of the payees of insurance premium policies. These items are called "Excess 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 then applies to the funds held in 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 at future dates of disbursement in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, notwithstanding, or notwithstanding, Lender, if Lender is such an institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Excess Items. Lender may not charge Borrower for holding and applying the Funds, annually, by applying the escrow account, or verifying the Excess Items, unless Lender pays Borrower interest on the Funds and applicable law permits funds 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, no 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 otherwise; however, the interest shall be paid on the Funds. Lender shall give to Borrower, within one month, an annual account of the Funds showing credits and debits to the Funds and the purpose for which each debits to the Funds was made. The Funds are pledged as additional security for all rights 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 Excess Items when due, Lender may 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, or for 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 release to Borrower any Funds held by Lender. If, under paragraph 22, Lender shall acquire or sell the Property, Lender prior to the acquisition or sale of the Property, shall apply the Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

4. **Charging Lien.** Borrower shall give all taxes, assessments, charges, fees and impositions attributable to the Property which may at any time be over this Security Instrument, and household payments of ground rents, if any. Borrower shall pay these obligations on the manner prescribed in paragraph 2, or, if not paid in that manner, Borrower shall pay them on time directly to the payee named 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) creates from the holder of the lien an agreement satisfactory to Lender, subordinating the lien in 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.

1. **Debt.** The debt is \$100,000.00.

2. **Term.** The term is 30 years.

3. **Interest Rate.** The interest rate is 6.00%.

4. **Escrow.** There is no escrow.

5. **Prepayment.** Prepayment is allowed.

6. **Default.** Default is defined as non-payment of principal or interest.

7. **Acceleration.** Acceleration is defined as non-payment of principal or interest.

8. **Attorney-in-Fact.** The attorney-in-fact is Lender.

9. **Waiver of Jury Trial.** There is a waiver of jury trial.

10. **Notary.** There is no notary.

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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 flood 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 certificates 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, or make 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 settle 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 exceed or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 to change the amount of the payments. If under paragraph 2 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 Legal 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 repair 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 forfeiture of the Property or unless he otherwise ceases the use created by this Security Instrument or Lender's security interest. Borrower may cure such a default and remove, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the loss 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 simple in the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations, then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include taking any sums secured by a lien which has priority over this Security Instrument, agreeing to court, pay the reasonably incurred fees and expenses 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 in 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 requires 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. If no other 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 lapses or ceases to be in effect. Lender will accept, use and return these payments as a loss reserve in lieu of mortgage insurance. Extra, reverse,

payments may be limited by payment, at the option of Lender, of minimum insurance coverage for the account and for the period that Lender requests (provided by an insurer approved by Lender if no insurance is available and is obtained) (Borrower shall pay the premium required to maintain minimum insurance in effect, or to provide a loss reserve, until the requirement for insurance premium 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 will give Borrower notice at the time of or prior to any 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 partial 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 immediately before the taking shall be reduced by the amount of the proceeds and applied to the following: first, to the fair market value of the same secured instruments before the taking, divided by 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 Proceeds are distributed by Borrower, or if otherwise directed by Lender, to the extent that the condemned object is made an available article for fixtures, Borrower shall respond to Lender within 10 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 amounts secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed or surpass the date of the maturity payments referred to in paragraphs 1 and 2 or change the interest of such payments.

11. Borrower Not Released; Furthermore by Lender Not a Waiver. Notwithstanding the time for payment or modification of installments 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 any Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest of either Borrower or Lender to collect the amounts secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any balance due by Lender in exercising any right or remedy shall not be affected by a waiver of or preclusion of the exercise of any related remedy.

12. Successors and Assigns; Joint and Several Liability; Cofixtures. The covenants and agreements of this Security Instrument shall not benefit the successors and assigns of Lender and Borrower, unless written provision of paragraph 11. Borrower's covenants and agreements shall be joint and several. Any Borrower who signs this Security Instrument but does not execute the Note, ratifies this Security Instrument only to the extent, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument. This is not a general obligation to pay the sums secured by this Security Instrument, and except 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, shall not otherwise affect.

13. Pre-Charge. If the loan secured by this Security Instrument is subject to a law which sets minimum loan charges, and that law is fully interpreted so that the interest or other minimum charge is to be collected in conjunction with the issuance of the permitted loans, then, any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and the amount so reduced shall be collected from Borrower, who has exceeded permitted loans, will be rebilled to Borrower. Lender may change its right to reduce the principal owed under the Note or by making a direct payment to Borrower. If a reduced 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 delivery or by mailing by first class mail unless otherwise specified by 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 undated 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 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 make 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 reinstatement of this Security Instrument discontinued at any time prior to the earlier of: (a) 3 days for each 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) 10 days of the date of a notice of acceleration under this Security Instrument. These conditions are that Borrower (i) pays Lender all sums which then would be due under this Security Instrument and the Note as of the acceleration date occurred, (ii) cures any default of any other covenants or agreements, (iii) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (iv) takes such action as Lender may reasonably require to assert the full faith 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 set forth herein shall remain fully effective as if no acceleration had occurred. However, the right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change in Lender Servicer. The Note is 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 designated as the "Lender Servicer" that collects monthly payments due under the Note and this Security Instrument. There may only be one or more changes of the Lender Servicer simultaneous to a sale of the Note. If there is a change of the Lender Servicer, Borrower will be given written notice of the change in accordance with paragraph 18 above and applicable law. The notice will state the name and address of the new Lender 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 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 use and 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.

NCM UNIT ORIGIN 139129 UNP

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 that may prior to acceleration under paragraph 17 unless applicable law provides otherwise. Lender shall notify Borrower of, among other things: (a) the default; (b) the actions 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 in full of all sums secured by this Security Instrument, this Security Instrument and the estate covered shall terminate and become void. After such occurrence, Lender shall discharge and satisfy this Security Instrument without charge to Borrower. Borrower shall pay any reasonable costs.

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

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

25. Shared Money Mortgage. If any of the debt secured by this Security Instrument is held by Borrower in joint title to the Property, this Security Instrument shall be a shared money mortgage.

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

REC 1552-295

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 boxes)

Adjustable Rate Rider
 Graduated Payment Rider
 balloon Rider
 V.A. Rider

condominium Rider
 Planned Unit Development Rider
 Rate Improvement Rider
 Other(s) (specify)

1-4 Family Rider
 Beverly Payment Rider
 Second Home Rider

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.

Thomas D. Young
Thomas D. Young
Witness

Mary Ann Young
Mary Ann Young
Witness

(Seal)
Borrower

(Seal)
Borrower

Certificate of Residence

I, F. Carter Bell, III, Esquire, do hereby certify that the correct address of the within named Mortgagee is Interco Mortgage Company, Inc. successors and assigns, 335 Fifth Avenue, Pittsburgh, Pennsylvania 15222-2471. Witness my hand this 26th day of August, 1993.

F. Carter Bell, III
F. Carter Bell, III, Esquire, Agent of Mortgagee
Clerk of Court

COMMONWEALTH OF PENNSYLVANIA.

On this, the 26th day of August, 1993, before me, the undersigned officer,

personally appeared *Thomas D. Young and Mary Ann Young*, known to me (or satisfactorily proved) to be the executors of the within instrument and acknowledged that they signed the same for the purposes herein contained.

IN WITNESS WHEREOF, I herewith set my hand and official seal.

My Commission Expires:

NOTARIAL SEAL
DARIA FELIX, Notary Public
Commonwealth of Pennsylvania
My Commission Expires November 12, 2000

Form 3030-1990

Entered of Record *August 1993*, 33714 Karen L. Starck, Recorder

National City[®] Mortgage

July 31, 2000

National City Mortgage Co.
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone (937) 910-1200

Mailing Address:
P.O. Box 1820
Dayton, Ohio 45401-1820

Thomas D Young
Rr 1 Box 356
Frenchville PA 16836

Loan No. 847475-0
Current Servicer: National City Mortgage

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 356
Frenchville PA 16836

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s) FEBRUARY 14, 2000 THRU JULY 31, 2000 and the following amount(s) are now past due:

Monthly Payments	2,626.92
Late Charges	94.71
Non-Sufficient Funds	50.00
Other Fees	7.25
Less Suspense Balance	.00-
Total Due	2,778.88

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 \$ 2,778.88, 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:

National City Mortgage
Attn: Collection Cashier
3232 Newmark Dr.
Miamisburg, OH 45342

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)

EXHIBIT 3

National City® Mortgage

July 31, 2000

National City Mortgage Co.
3232 Newmark Drive • Miamisburg, Ohio 45342
Telephone (937) 910-1200

Mailing Address:
P.O. Box 1820
Dayton, Ohio 45401-1820

Mary Ann Young
Rr 1 Box 356
Frenchville PA 16836

Loan No. 847475-0
Current Servicer: National City Mortgage

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 356
Frenchville PA 16836

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s) FEBRUARY 14, 2000 THRU JULY 31, 2000
and the following amount(s) are now past due:

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Late Charges	94.71
Non-Sufficient Funds	50.00
Other Fees	7.25
Less Suspense Balance	.00-
Total Due	2,778.88

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
HOW TO CURE THE DEFAULT

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 2,778.88, 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:

National City Mortgage
Attn: Collection Cashier
3232 Newmark Dr.
Miamisburg, OH 45342

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)

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 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 included with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

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.

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.)
IF YOU DO NOT CURE THE DEFAULT(see page 1) – 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 mortgage 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 attorneys' 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 FOUR(4) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

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

(Rev. 6/99)

DAKOTA COUNTY American Red Cross— Iaover Chapter 29 Carlisle Street Iaover, Pennsylvania 17331 717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (570) 821-4011 or 800-220-2733 (814) only FAX (570) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
DCCS of Western PA 1000 Linglestown Road tarrisburg PA 17102 717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or (1800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	BUCKS COUNTY Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 755-1221 FAX (215) 755-1427
Financial Counseling Services of Franklin 11 West 3rd Street Waynesboro, PA 17268 717) 762-3285	BEAVER COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kannan Square, PA 19343 (510) 444-3682 FAX (510) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Adams County Housing Authority 139-143 Carlisle St Bettsburg PA 17325 717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	BLAIR COUNTY Bedford-Fulton Housing Services R.O.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
ALLEGHENY COUNTY Pennsylvania Housing Finance Agency Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6555 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-3665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or (1800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9982 FAX (412) 391-4512	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 428-8025 FAX (215) 425-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or (1800) 792-2801 FAX (412)-391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 641-2343	CCCS of Delaware Valley Travose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-3665
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or (1800) 737-2933 FAX (412) 338-9963	CCCS of Western Pennsylvania, Inc. 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 537-9183 OR 1-800-922-9537 FAX (570) 537-9134/9135	Community Devol. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584 —	BEDFORD COUNTY Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (570) 821-4011 OR 800-220-2733 FAX (570) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-3980 or 800-922-9537 FAX (570) 420-3981	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-5741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6555 FAX (814) 539-1688	1611 S Atherton St. Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 238-3669	144 E Dekalb Pike King of Prussia PA 19405 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	755 York Rd. Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344	755 York Rd. Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
ARMSTRONG COUNTY CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	85 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	BUTLER COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
	BERKS COUNTY Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7868 FAX (610) 375-7830	German Street, P.O. Box 389 Oushore, PA 18614 (570) 929-9683 FAX (570) 929-8144	CCCS of Western PA YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812
		103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 936-8940 FAX (570) 936-8332	

Financial Counseling Services of Franklin 1 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Philadelphia Council For Community Adv 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	FAX (412) 437-4418 Tableland Services Inc. 131 North Center Avenue Somerset, PA 15501 (814) 445-9628 FAX (814) 443-3690	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
Urban League of Metropolitan Harrisburg 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Community Devel Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	CCCS Of Western PA 199 Edison Street Uniontown PA 15401 (724) 439-8939	GREENE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
WCA of Carlisle 01 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 731-9589	American Red Cross of Chester 1729 Edgmont Avenue Chester, PA 19013 (610) 874-1484	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964
Community Action Comm of the Capital Region 314 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 553-5663	FOREST COUNTY Warren-Forrest Counties Economic Opportunity Council 204 Library Street Post Office Box 547 Warren, PA 16365 (814) 726-2400 FAX (814) 723-0310	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893 FAX (412) 627-7713
Adams County Housing Authority 39-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	ACCI 175 Stratford Ave, Suite 1 Wayne PA 19087 (610) 971-2210 FAX (610) 687-7860	FRANKLIN COUNTY Financial Services Unlimited 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 833-1290
DAUPHIN COUNTY CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	ACCI 144 E. Oekalb Pike King of Prussia, PA 19406 (610) 971-2210	YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	HUNTINGDON COUNTY Bedford-Fulton Housing Services RD 1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187
Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	ELK COUNTY John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747
Community Action Commission of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	Northern Tier Community Action Corp P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3763 FAX (717) 637-3294	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
DELAWARE COUNTY Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	ERIE COUNTY Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	INDIANA COUNTY CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 458-0161	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Delaware Valley 1515 Market Street-Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2556	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-8556 FAX (814) 539-1688
HACE 167 W. Allegheny Ave., 2nd Floor Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	FAYETTE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western PA 219-A College Park Plaza Johnstown PA 15904 (814) 539-3335
Media Fellowship House 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	FULTON COUNTY Bedford-Fulton Housing Services R.O.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	JEFFERSON COUNTY John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
Community Housing Counselor, Inc. P.O. Box 244 Kennett Square PA 19348 (610) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 833-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-8050 OR 1-800-427-INFO	FAYETTE COUNTY Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	Indiana County Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118

Information Office
7 Millin Street
Johnstown, PA 16652
(412) 233-2343

ICA of Carlisle
1 G Street
Carlisle, PA 17013
(717) 243-3818
X (717) 243-3948

Community Action Commission of the Capital Region
14 Derry Street
Harrisburg PA 17104
(717) 232-9757
X (717) 234-2227

PHILADELPHIA COUNTY
Horn Housing Corporation
6 North Broad Street
Philadelphia, PA 19130
(215) 765-1221
X (215) 765-1427

Northwest Counseling Service
101 N Broad Street
Philadelphia PA 19141
(215) 324-7500
X (215) 324-8753

CCS of Delaware Valley
115 Market Street, Suite 1325
Philadelphia, PA 19107
(215) 563-5665
X (215) 864-2666

CCS of Delaware Valley
One Cherry Hill, Suite 215
Cherry Hill NJ 08002
(215) 563-5665

ACE
37 W. Allegheny, 2nd Fl
Philadelphia, PA 19140
(215) 426-8025
X (215) 426-9122

Housing Association of Delaware Valley
500 Walnut Street, Suite 601
Philadelphia, PA 19102
(215) 545-6010
X (215) 790-9132

Media Fellowship House
12 S. Jackson Street
Media PA 19063
(215) 565-0846
X (215) 565-8567

Housing Association of Delaware Valley
58 North Walts Street
Philadelphia, PA 19123
(215) 978-0224
X (215) 765-7614

CCA
30 North 17TH Street, Suite 600
Philadelphia, PA 19103
(215) 567-7803
X (215) 983-9941

Comm Devol. Corp of Frankford
roup Ministry
320 Griscom Street
Philadelphia PA 19124
(215) 744-2990
X (215) 744-2012

merican Credit Counseling Institute
45 Coates St
oatesville PA 19320
(330) 212-6741

44 E Dekalb Pike
ing of Prussia PA 19406
10-971-2210
10-971-2210

55 York Rd, Suite 103
Towminton PA 13974

PIKE COUNTY
CCCS of Northeastern Pennsylvania
31 W. Market Street, POB 1127
Wilkes-Barre, PA 18702
(570) 821-0837 OR 1-800-922-9537
FAX (570) 821-1785

1400 Abington Executive Park, Suite 1
Clarks Summit PA 18411
(570) 587-9163 or 800-922-9537
FAX (570) 587-9134/9135

9 South 7th Street
Stroudsburg PA 18360
(570) 420-8980 or 800-922-9537
FAX (570) 420-8981

POTTER COUNTY
Northern Tier Community Action Corp.
135 West 4th Street
Emporium, PA 15834
(814) 486-1161
FAX (814) 486-0825

SCHUYLKILL COUNTY
Budget Counseling Center
247 North Fifth Street
Reading, PA 19601
(610) 375-7866
FAX (610) 375-7830

Econ Opport Cabinet of Schuylkill Co
225 N. Centre Street
Pottsville, PA 17901
(570) 622-1995
FAX (570) 622-0429

Commission on Econ Opportunity of
Luz Co.
163 Amber Lane
Wilkes-Barre PA 18702
(570) 826-0510 OR 1-800-822-0359
FAX (570) 829-1665 - CALL BEFORE
BEFORE FAXING
(570) 455-4994 HAZELTON
FAX (570) 455-5631 - CALL BEFORE
FAXING
(570) 836-4090 TUNKHANNOCK

CCCS of Lehigh Valley
P.O. Box A
Whitehall PA 18052
(610) 821-4011
FAX (610) 821-8932

SNYDER COUNTY
CCCS of Western Pennsylvania, Inc.
2000 Linglestown Road
Harrisburg, PA 17102
(717) 541-1757
FAX (717) 541-4670

Urban League of Metropolitan
Harrisburg
2107 N. 6th Street
Harrisburg PA 17101
17101
(717) 541-1757
FAX (717) 234-9459

Community Action Comm of the
Capital Region
1514 Derry Street
Harrisburg PA 17104
(717) 232-9757
FAX (717) 234-2227

SOMERSET COUNTY
Bedford-Fulton Housing Services
R.O.#1, Box 384
Everett, PA 15537
(814) 623-9129
FAX (814) 623-7137

Bedford-Fulton Housing Services
1954 Mary Grace Lane
Johnstown, PA 15901
FAX (814) 539-1883

CCCS of Western Pennsylvania, Inc.
1 North Gale Square
#2 Garden Center Drive
Greensburg, PA 15601
(724) 244-1290

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

Tableland Services Inc.
515 East Main Street
Somerset, PA 15501
(814) 445-9628 - 1-800-452-0148
FAX (814) 443-3590

SULLIVAN COUNTY
CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

The Trehab Center of Northeastern PA

185 Elmira Street, P.O. Box 218

Troy, PA 16947

(570) 297-2101

FAX (570) 297-2799

German Street, P.O. Box 389
FAX (570) 297-2799
(570) 928-9668
FAX (570) 928-8144

17 Crafton Street
Wellsboro, PA 16901
(570) 724-5252
FAX (570) 724-5783

931 Main Street
Honesdale PA 18431
(570) 253-8941
FAX (570) 253-4817

103 Warren Street, P.O. Box 709
Tunkhannock, PA 18657
(570) 836-6840
FAX (570) 836-6332

7 Lake Avenue, Box 339
Montrose, PA 13301
(570) 273-3338 or 1-800-982-4045
FAX (570) 278-1889

UNION COUNTY
Lycoming-Clinton Co Comm For
Comm Action (STEP)
2138 Lincoln Street, P.O. Box 1326
Williamsport, PA 17703
(570) 326-0387
FAX (717) 322-2197

CCCS of Western Pennsylvania, Inc.
217 E. Plank Road
Altoona PA 16802
(814) 944-8100
(814) 944-8100

CCCS of Northeastern Pennsylvania
1400 Abington Executive Park, Suite 1
Clarks Summit, PA 18411
(570) 587-9163 OR 1-800-922-9537
FAX (570) 587-9134/9135

31 W. Market St.
Wilkes-Barre PA 18702
(570) 821-0837 or 800-922-9537
FAX (570) 821-1785

201 Basin Street
Williamsport, PA 17703
(570) 323-6627
FAX (570) 323-6626

VENANGO COUNTY
Greater Erie Community Action
Committee
13 West 9TH Street
Erie, PA 16501
(814) 459-4531
FAX (814) 456-0151

John F. Kennedy Center, Inc.
2021 East 20th Street
Erie, PA 16510
(814) 898-0400
FAX (814) 898-1243

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities, that he is Phillip J. Cobb of National City Bank of Pennsylvania, Plaintiff herein, that he is duly authorized to make this Verification, and that the facts set forth in the foregoing COMPLAINT are true and correct to the best of his knowledge.



Phillip J. Cobb

AUTHORIZED OFFICER

Title

(Sign in blue ink)

FILED

NOV 27 2000

*REC
BURN 16:19*

cc Shery
William A. Shaw

Prothonotary

Atty Gibson

pd 080.00

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA

Sheriff Docket # 10438

VS.

YOUNG, THOMAS D. And MARY ANN

00-1473-CD

COMPLAINT

SHERIFF RETURNS

NOW DECEMBER 6, 2000 AT 11:48 AM EST SERVED THE WITHIN COMPLAINT ON MARY ANN YOUNG, DEFENDANT AT RESIDENCE, RR#1, BOX 356, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY ANN YOUNG, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER

bill **FILED**
01308.JR
DEC 15 2000

NOW DECEMBER 6, 2000 AT 11:48 AM EST SERVED THE WITHIN COMPLAINT ON THOMAS D. YOUNG, DEFENDANT AT RESIDENCE, RR#1, BOX 356, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO MARY ANN YOUNG, DEFENDANT'S WIFE, A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MAKE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER

William A. Shaw
Prothonotary

Return Costs

Cost Description

40.64 SHFF. HAWKINS PAID BY: ATTY.

20.00 SURCHARGE PAID BY: ATT.

Sworn to Before Me This

15 Day Of Dec 2000

William A. Shaw

So Answers,

Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF
PENNSYLVANIA successor in
interest to Integra
Mortgage Company

00-1473-CO
~~01-107-CO~~

Plaintiff No. 00147300

vs. PRAECIPE FOR DEFAULT JUDGMENT

THOMAS D. YOUNG and
MARY ANN YOUNG

Defendants
FILED ON BEHALF OF
Plaintiff
COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
P. WILLIAM BERCIK, ESQUIRE
PA ID#59174
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

BERNSTEIN FILE NO. RP001866
DIRECT DIAL: (412) 456-8100

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

LED

11/19/2001

A. Shaw
Notary

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

NATIONAL CITY BANK OF
PENNSYLVANIA successor in
interest to Integra
Mortgage Company

Plaintiff

vs.
THOMAS D. YOUNG and
MARY ANN YOUNG

00-1473-C
Civil Action No. 00-147300

Defendants

PRAECIPE FOR JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$47,229.24, plus continuing late charges, escrow and corporate advances and interest at the rate of 7.875% per month on the declining balance computed as follows:

Amount claimed in Complaint	\$45,006.32
Interest from 11/01/00 To 01/15/01	\$ 678.00
Late charges through 01/15/01	\$ 21.90
Escrow and corporate advances through 01/15/01	\$ 1,523.02
 TOTAL	 \$47,229.24

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.

BERNSTEIN LAW FIRM, P.C.

By: *[Signature]*
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., 1133 Penn Avenue,
Pittsburgh, PA 15222
Defendant: RR 1 Box 356, Frenchville, PA 16836

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

NATIONAL CITY BANK OF
ENNSYLVANIA successor in
interest to Integra
Mortgage Company

Plaintiff

vs.
THOMAS D. YOUNG and
MARY ANN YOUNG
Defendants

00-1473-00

Civil Action No. 00147300

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

Your are hereby notified that the
following Order or Judgment was
entered against you on _____.

Assumpsit Judgment in the amount
of \$47,229.24 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's
license and/or registration will
be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK OF
ENNSYLVANIA successor in
interest to Integra
Mortgage Company
Plaintiff

vs.
THOMAS D. YOUNG and
MARY ANN YOUNG
Defendants

00-14

Civil Action No. 00147300

NOTICE OF JUDGMENT OR ORDER

TO: Plaintiff
 Defendant
 Garnishee

You are hereby notified that the
following Order or Judgment was
entered against you on _____.

Assumpsit Judgment in the amount
of \$47,229.24 plus costs.

Trespass Judgment in the amount
of \$_____ plus costs.

If not satisfied within sixty (60)
days, your motor vehicle operator's
license and/or registration will
be suspended by the Department of
Transportation, Bureau of Traffic
Safety, Harrisburg, PA.

Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration
Award

Prothonotary

By: _____
PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK OF
PENNSYLVANIA successor in
interest to Integra
Mortgage Company

Plaintiff

vs.

Civil Action No. 00147300

THOMAS D. YOUNG and
MARY ANN YOUNG

Defendants

IMPORTANT NOTICE

TO: THOMAS D. YOUNG
RR 1 BOX 356
FRENCHVILLE, PA 16836

Date of Notice: JANUARY 2, 2001

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

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

BERNSTEIN LAW FIRM, P.C.
BYC
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

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

NATIONAL CITY BANK OF
PENNSYLVANIA successor in
interest to Integra
Mortgage Company

Plaintiff

vs.

Civil Action No. 00147300

THOMAS D. YOUNG and
MARY ANN YOUNG

Defendants

IMPORTANT NOTICE

TO: MARY ANN YOUNG
RR 1 BOX 356
FRENCHVILLE, PA 16836

Date of Notice: JANUARY 2, 2001

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

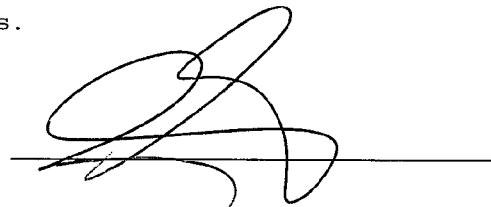
Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

BERNSTEIN LAW FIRM, P.C.

BY:
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

A handwritten signature in black ink, appearing to read "John Doe", is written over a horizontal line.

FILED

JAN 19 2001
135SD/atty Dubson
William A. Shaw
Prothonotary

PD 500.00

Not to Reg
Statement to atty Dubson

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

COPY

National City Bank of PA
Plaintiff(s)

No.: 2001-00107-CD

Real Debt: \$47,229.24

Atty's Comm:

Vs.

Costs: \$

Int. From:

Thomas D. Young
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 19, 2001

Expires: January 19, 2006

Certified from the record this 19th day of January, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

National City Bank of Pennsylvania Plaintiff(s)	Docket: No.: 2000-01473-CD
	Real Debt: \$47,229.24
	Atty's Comm:
Vs.	Costs: \$
	Int. From:
Thomas D. Young Mary Ann Young Defendant(s)	Entry: \$20.00 Instrument: Default Judgment
	Date of Entry: January 19, 2001
	Expires: January 19, 2006

Certified from the record this 19th day of January, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

AMENDED NOTICE OF JUDGMENT

CC BY/7

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

National City Bank of Pennsylvania

Vs.

No. 2000-01473-CD

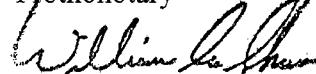
Thomas D. Young
Mary Ann Young

To: DEFENDANT(S)

NOTICE is given that a JUDGMENT in the above captioned matter has been entered against you in the amount of \$47,229.24 on the January 19, 2001.

William A. Shaw

Prothonotary



William A. Shaw

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF PENNSYLVANIA
successor in interest to
INTEGRA MORTGAGE COMPANY

Plaintiff(s)

00-1473-60

No. 00147300

vs.

PRAECIPE FOR WRIT OF EXECUTION

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant(s)

FILED ON BEHALF OF
Plaintiff

COUNSEL OF RECORD FOR
THIS PARTY:

LORI A. GIBSON, ESQ.
PA I.D. #68013
P. WILLIAM BERCIK, ESQ.
PA I.D. #59174
Bernstein Law Firm P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

CERTIFICATE OF ADDRESS:

RR #1 BOX 356
GOSHEN TOWNSHIP
PARCEL #115-NO4-000-00006

BERNSTEIN FILE NO. RP001866

FILED

FEB 06 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK OF PENNSYLVANIA
successor in interest to
INTEGRA MORTGAGE COMPANY

Plaintiff(s)

vs.

Civil Action No. 00147300

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant(s)

PRAECIPE FOR WRIT OF EXECUTION

To the Prothonotary:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:

2. against THOMAS D. YOUNG and MARY ANN YOUNG

3. JUDGMENT \$47,229.24

Interest from : 1/16/01 TO 4/6/01 \$ 723.20

Late charges from : 1/16/01 TO 4/6/01 \$ 32.85

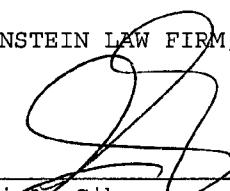
SUBTOTAL: \$47,985.29

Costs (to be added by Prothonotary): \$ 120.00

BERNSTEIN LAW FIRM, P.C.

Date: 2-2-01

By:


Lori A. Gibson
Attorney for Plaintiff(s)
1133 Penn Avenue
Pittsburgh, PA 15222

BERNSTEIN FILE NO. RP001866

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

NATIONAL CITY BANK OF PENNSYLVANIA
successor in interest to
INTEGRA MORTGAGE COMPANY

Plaintiff(s)

vs.

Civil Action No. 00147300

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant(s)

DEED DESCRIPTION

All the right, title, interest and claim of THOMAS D. YOUNG and MARY ANN YOUNG of,
in and to

ALL that certain parcel or piece of land situated in the Township of Goshen, Clearfield
County, Pennsylvania, more particularly bounded and described as follows:

BEGININNG at a post on Goshen Township Road leading from Shawville to Caledonia Pike at
corner of other lands of Joseph A. Owens, et ux, thence North along said Township Road
seven hundred twenty (720) feet to a post at corner of lands of Carleton Kramer; thence
in a Easterly direction along line of lands of Carleton Kramer three hundred ten (310)
feet to a post and corner of other lands of Joseph A. Owens, et ux; thence in a
Southerly direction along line of other lands of Joseph A. Owens, et ux, seven hundred
twenty-six feet (726) to a post; thence in a Westerly direction along line of other
lands of Joseph A. Owens, et ux, three hundred thirty (330) feet to a post on Highway,
and being point and place of beginning. Containing approximately five and two-tenths
(5.2) acres.

EXCEPTING AND RESERVING therefrom all that certain parcel or piece of land
situated in the Township of Goshen, Clearfield County, Pennsylvania,
bounded and described as follows:

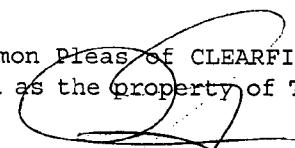
BEGINNING at a post on the corner of land now owned by Carleton Kramer, said post corner
being on the right of way of Township Road leading from Shawville to the Caledonia Pike;
thence in easterly direction along the line of the said Kramer property, 310 feet to a
post; thence in a southerly direction, 250 feet to a point on the residue of the
premises from which this parcel is conveyed; thence along the line of said residue 310
feet to a point on the Township Road leading from Shawville to the Caledonia Pike;
thence North along said Township Road 250 feet to a post and place beginning. Being a

parcel of land 310 feet by 250 feet and containing one and seventy-eight hundredths (1.78) acres.

HAVING erected thereon a dwelling known and numbered RR1, Box 356, Frenchville, PA 16836. Parcel number 115-NO4-000-00006.

BEING the same premises which Harry Joseph Owens and Susan E. Owens, his wife granted and conveyed by Deed dated August 26, 1993 and recorded August 26, 1993 in the Clearfield County Recorder of Deeds Office in Deed Book Volume 1552, page 383, unto Thomas D. Young and Mary Ann Young..

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 00147300, seized and taken in execution as the ~~property~~ of THOMAS D. YOUNG and MARY ANN YOUNG



Attorney for Plaintiff

FILED

FEB 6 2001
M. B. 331 Ruth Nelson
William A. Shaw
Prothonotary
fray
C. G. Wurts Sheriff

COPY

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

NATIONAL CITY BANK OF PENNSYLVANIA
successor in interest to
INTEGRA MORTGAGE COMPANY

Plaintiff(s)

vs.

Civil Action No. 00-1473-60

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant(s)

NOTICE TO DEFENDANTS

TO: THOMAS D. YOUNG
RD #1 BOX 356
FRENCHVILLE PA 16836

Your house at RD #1 BOX 356, FRENCHVILLE, PA, 16836 is scheduled to be sold at Sheriff's Sale on APRIL 6, 2001 at 10:00 CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PA, to enforce the Court Judgment of \$47,229.24 obtained by NATIONAL CITY BANK OF PENNSYLVANIA.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE

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

1. The Sale will be cancelled if you pay to National City Bank of Pennsylvania the back payments, late charges costs and reasonable attorneys fees due. To find out how much you must pay, you may call Bernstein Law Firm, P.C. at 412-456-8100.

2. You may be able to stop the sale by filing a Petition asking the Court to strike or open the Judgment, if the Judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.

3. You may also be able to stop the Sale through other legal proceedings.

You may need an attorney to assert your rights. The sooner you contact one, the more chance you will have of stopping the Sale. (See Notice on Page Two on how to obtain an attorney).

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

5. You have a right to remain in the property until the full amount due is paid to the Sheriff and the Sheriff gives a Deed to the buyer. At that time, the buyer may bring legal proceedings to evict you.

6. You may be entitled to a share of the money which was paid for your house. A Schedule of Distribution of the money bid for your house will be filed by the Sheriff within thirty (30) days of the sale date. This Schedule will state who will be receiving that money. The money will be paid out in accordance with this Schedule unless exceptions (reasons why the proposed Distribution is wrong) are filed with the Sheriff within ten (10) days after the date on which the Schedule of Distribution is filed.

7. You may also have other rights and defenses, or ways of getting your house back, if you act immediately after the Sale.

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

Lawyer Referral Service
PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
1-800-692-7375

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

BERNSTEIN LAW FIRM, P.C.
1133 PENN AVENUE
PITTSBURGH, PA 15222
(412) 456-8100

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

NATIONAL CITY BANK OF PENNSYLVANIA
successor in interest to
INTEGRA MORTGAGE COMPANY

Plaintiff(s)

vs.

Civil Action No. 00147300

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant(s)

DEED DESCRIPTION

All the right, title, interest and claim of THOMAS D. YOUNG and MARY ANN YOUNG of, in and to

ALL that certain parcel or piece of land situated in the Township of Goshen, Clearfield County, Pennsylvania, more particularly bounded and described as follows:

BEGINNING at a post on Goshen Township Road leading from Shawville to Caledonia Pike at corner of other lands of Joseph A. Owens, et ux, thence North along said Township Road seven hundred twenty (720) feet to a post at corner of lands of Carleton Kramer; thence in a Easterly direction along line of lands of Carleton Kramer three hundred ten (310) feet to a post and corner of other lands of Joseph A. Owens, et ux; thence in a Southerly direction along line of other lands of Joseph A. Owens, et ux, seven hundred twenty-six feet (726) to a post; thence in a Westerly direction along line of other lands of Joseph A. Owens, et ux, three hundred thirty (330) feet to a post on Highway, and being point and place of beginning. Containing approximately five and two-tenths (5.2) acres.

EXCEPTING AND RESERVING therefrom all that certain parcel or piece of land

situated in the Township of Goshen, Clearfield County, Pennsylvania,

bounded and described as follows:

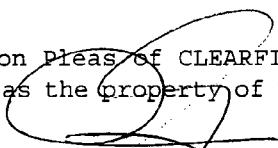
BEGINNING at a post on the corner of land now owned by Carleton Kramer, said post corner being on the right of way of Township Road leading from Shawville to the Caledonia Pike; thence in easterly direction along the line of the said Kramer property, 310 feet to a post; thence in a southerly direction, 250 feet to a point on the residue of the premises from which this parcel is conveyed; thence along the line of said residue 310 feet to a point on the Township Road leading from Shawville to the Caledonia Pike; thence North along said Township Road 250 feet to a post and place beginning. Being a

parcel of land 310 feet by 250 feet and containing one and seventy-eight hundredths (1.78) acres.

HAVING erected thereon a dwelling known and numbered RR1, Box 356, Frenchville, PA 16836. Parcel number 115-NO4-000-00006.

BEING the same premises which Harry Joseph Owens and Susan E. Owens, his wife granted and conveyed by Deed dated August 26, 1993 and recorded August 26, 1993 in the Clearfield County Recorder of Deeds Office in Deed Book Volume 1552, page 383, unto Thomas D. Young and Mary Ann Young.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 00147300, seized and taken in execution as the property of THOMAS D. YOUNG and MARY ANN YOUNG



Attorney for Plaintiff

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

NATIONAL CITY BANK OF PENNSYLVANIA
successor in interest to
INTEGRA MORTGAGE COMPANY

COPY

Plaintiff(s)

vs.

00-1473-CO
Civil Action No. 00147300

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant(s)

NOTICE TO DEFENDANTS

TO: MARY ANN. YOUNG
RD #1 BOX 356
FRENCHVILLE PA 16836

Your house at RD #1 BOX 356, FRENCHVILLE, PA, 16836 is scheduled to be sold at Sheriff's Sale on APRIL 6, 2001 at 10:00 CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PA, to enforce the Court Judgment of \$47,229.24 obtained by NATIONAL CITY BANK OF PENNSYLVANIA.

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

1. IF the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling (412) 456-8100.

2. You may be able to petition the Court to set aside the Sale if the bid price was grossly inadequate compared to the value of your property.

3. The Sale will go through only if the buyer pays the Sheriff the full amount due in the Sale. To find out if this has happened you may call (412) 456-8100.

4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the Sale never happened.

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BERNSTEIN LAW FIRM, P.C.
1133 PENN AVENUE
PITTSBURGH, PA 15222
(412) 456-8100

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

NATIONAL CITY BANK OF PENNSYLVANIA
successor in interest to
INTEGRA MORTGAGE COMPANY

Plaintiff(s)

vs.

Civil Action No. 00147300

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant(s)

DEED DESCRIPTION

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in and to

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in a Easterly direction along line of lands of Carleton Kramer three hundred ten (310)
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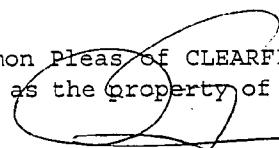
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post; thence in a southerly direction, 250 feet to a point on the residue of the
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feet to a point on the Township Road leading from Shawville to the Caledonia Pike;
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Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 00147300, seized and taken in execution as the property of THOMAS D. YOUNG and MARY ANN YOUNG



Attorney for Plaintiff

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

National City Bank of Pennsylvania,

Vs.

NO.: 2000-01473-CD

Thomas D. Young ,
Mary Ann Young ,

COPY

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, , Plaintiff(s) from THOMAS D. YOUNG , MARY ANN YOUNG , , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Description
- (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 \$47,229.24
INTEREST from 1/16/01 to 4/6/01 - \$756.05
PROTH. COSTS \$
ATTY'S COMM \$
DATE 02/06/2001

PAID \$120.00
SHERIFF \$
OTHER COSTS \$

William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Lori Gibson, Esquire

Sheriff

DEFENDANT(S) THOMAS D. YOUNG and MARY ANN
YOUNG

WRIT NO. 00147300

DEBT \$47,985.29

NAME OF ATTY.(S) BERNSTEIN LAW FIRM, P.C.

SHORT DESCRIPTION

Sit Twnshp of Goshen, HET dwg K/N RR1, Box 356, Frewnchville, PA 16836. Parcel #115-NO4-000-00006. DBV 1552, pg 383.

ATTENTION NEWSPAPERS: DO NOT PRINT ANYTHING APPEARING BELOW

DOUBLE LINE OR underscored WITH ASTERISKS (****)

THIS COMPLETED FORM MUST BE FILED IN TRIPPLICATE ALONG WITH ONE COPY OF LONG DESCRIPTION AND WRIT. LONG DESCRIPTION MUST BE SIGNED AND CONTAIN LOT AND BLOCK DESIGNATION WHERE APPLICABLE.

(Use additional sheets for short description whenever necessary)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

CIVIL DIVISION

NATIONAL CITY BANK OF
PENNSYLVANIA successor in

Plaintiff No. 001473 CD

vs. PRAECIPE TO STRIKE
DEFAULT JUDGMENT

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant FILED ON BEHALF OF
Plaintiff
COUNSEL OF RECORD OF
THIS PARTY:

LORI A. GIBSON, ESQUIRE
PA ID#68013
JON MCKECHNIE, ESQUIRE
PA ID#36268
Bernstein Law Firm, P.C.
Firm #718
1133 Penn Avenue
Pittsburgh, PA 15222
412-456-8100

BERNSTEIN FILE NO. RP001866
DIRECT DIAL: (412) 456-8100

NOTICE

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INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

APR 23 2001

William A. Shaw
Prothonotary

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

NATIONAL CITY BANK OF
PENNSYLVANIA successor in
interest to INTEGRA
MORTGAGE COMPANY
Plaintiff

vs.

Civil Action No. 001473 CD

THOMAS D. YOUNG and MARY ANN
YOUNG

Defendant

PRAECIPE TO STRIKE THE JUDGMENT

TO THE PROTHONOTARY:

By request of Plaintiff's counsel, upon discovering that Defendants filed
Bankruptcy at Case #00-22136, request that said Judgment be stricken from the
Court record.

BERNSTEIN LAW FIRM, P.C.

By: 
Attorney for Plaintiff
1133 Penn Avenue
Pittsburgh, PA 15222
(412) 456-8100

BERNSTEIN FILE NO. RP001866

D

FILED

APR 23 2001

09 31 1000
William A. Shaw

Prothonotary
C

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

National City Bank of Pennsylvania,

Vs.

NO.: 2000-01473-CD

Thomas D. Young ,
Mary Ann Young ,

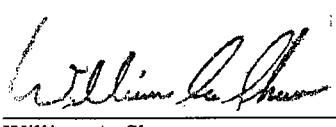
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, , Plaintiff(s) from THOMAS D. YOUNG , MARY ANN YOUNG , , Defendant(s):

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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;
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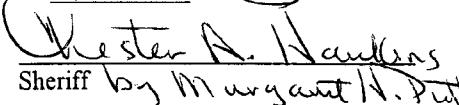
AMOUNT DUE \$47,229.24
INTEREST from 1/16/01 to 4/6/01 - \$756.05
PROTH. COSTS \$
ATTY'S COMM \$
DATE 02/06/2001

PAID \$120.00
SHERIFF \$
OTHER COSTS \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 6th day
of February A.D. 2001
At 3:25 A.M./P.M.



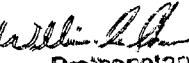
Chester A. Walling
Sheriff by Margaret H. Pitt

Requesting Party: Lori Gibson, Esquire

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

FEB 06 2001

Attest.



William A. Shaw
Prothonotary

DEFENDANT(S) THOMAS D. YOUNG and MARY ANN
YOUNG

WRIT NO. 00147300

DEBT \$47,985.29

NAME OF ATTY. (S) BERNSTEIN LAW FIRM, P.C.

SHORT DESCRIPTION

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DOUBLE LINE OR UNDERSCORED WITH ASTERISKS (***)**

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(Use additional sheets for short description whenever necessary)

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10694

NATIONAL CITY BANK OF PENNSYLVANIA

00-1473-CD

VS.

YOUNG, THOMAS D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 5, 2001, CALLED ATTORNEY LORI GIBSON AND INFORMED HER THAT DEFENDANTS DO NOT LIVE AT RESIDENCE.

NOW, MARCH 6, 2001, ATTORNEY GIBSON CALLED AND INFORMED THIS OFFICE THAT THEY SERVED DEFENDANTS BY CERTIFIED MAIL AT THE ADDRESS PROVIDED, WE CAN DO THE SAME.

NOW, MARCH 7, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL TO THOMAS D. YOUNG, DEFENDANT, CERTIFIED MAIL #7000 0600 023 2701 1359 AND TO MARY ANN YOUNG, DEFENDANT, CERTIFIED MAIL #7000 0600 0023 2701 1366.

NOW, MARCH 9, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON CHARLES LAUVER, FOR THOMAS D. YOUNG, DEFENDANT, AT HIS PLACE OF RESIDENCE, RD #1, BOX 356, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, 16836, BY CERTIFIED MAIL #7000 0600 0023 2701 1359.

NOW, MARCH 9, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON CHARLES LAUVER, FOR MARY ANN YOUNG, DEFENDANT, AT HER PLACE OF RESIDENCE, RD #1, BOX 356, FRENCHVILLE, CLEARFIELD COUNTY, PENNSYLVANIA, 16836, BY CERTIFIED MAIL #7000 0600 0023 2701 1366.

NOW, APRIL 6, 2001, ATTORNEY ALAN F. KIRK, CALLED AND INFORMED THIS OFFICE THAT SALE IS TO BE STAYED, FAX TO FOLLOW. CALLED LEGAL JOURNAL AND PROGRESS AND CANCELLED ADVERTISING.

In The Court of Common Pleas of Clearfield County, Pennsylvania

NATIONAL CITY BANK OF PENNSYLVANIA
vs.
YOUNG, THOMAS D.

Sheriff Docket # 10694

00-1473-CD

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 10, 2001, RECEIVED LETTER THAT SALE IS TO BE STAYED.

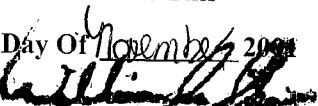
**NOW, NOVEMBER 5, 2001, RETURN WRIT AS NO SALE HELD, PAID COSTS
FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO THE
ATTORNEY.**

**SHERIFF HAWKINS \$188.62
SURCHARGE \$ 40.00
PAID BY ATTORNEY**

FILED

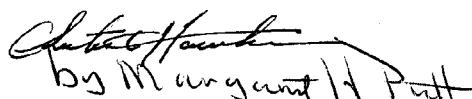
**NOV 05 2001
01351 Pm
William A. Shaw
Prothonotary**

Sworn to Before Me This

5th Day Of November 2001


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

So Answers,


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

BERNSTEIN LAW FIRM, P.C.

JOSEPH I. BERNSTEIN (PA, FL)
ROBERT S. BERNSTEIN (PA, FL, WV, NY) NICHOLAS D. KRAWEC (PA, NC)
LORI A. GIBSON (PA) P. WILLIAM BERCIK (PA)
MARLENE J. BERNSTEIN (PA, FL)
CHARLES E. BOBINIS (PA, WV)

(STATES OF ADMISSION)

1133 PENN AVENUE, PITTSBURGH, PENNSYLVANIA 15222-4252
www.berNSTeinlaw.com mail@berNSTeinlaw.com

TELEPHONE 1-800-927-3197 (412) 456-8100
FAX (412) 456-0135

FAXED
4/9/01

DATE: 4/9/01

RE: National City Bank vs. Thomas
Young et al. (No. 00-1473-CD)

TO: Clearfield County Sheriff's Office
Attention: PEG

5915
FAX#: 814-765-5915

FROM: Lori Gibson

FILE#: RP001866

PAGES (including this page):

Please respond by fax to: (412) 456-8135
If you do not receive all pages in good order call: (412) 456-8100.

PLEASE NOTE: The information contained in this transmission is privileged and confidential, and is intended only for the use of the individual(s) or entity named above who have been specifically authorized to receive it. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return all pages to the address shown above. Thank you.

 X Original will NOT follow

Dear Peg:

Per our telephone conversation of Friday, April 6, 2001, this will confirm our request to stay the writ of execution filed in the above-captioned case and return any unexpended costs and advertising fees.

Thank you.

Very truly yours,
/s/ Lori A. Gibson, Esq.

COPY

REAL ESTATE SALE**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION****WHITE 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:

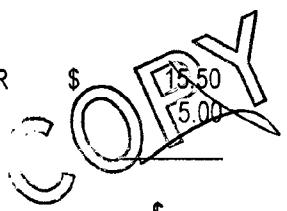
SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	8.32
LEVY	15.00
MILEAGE	8.32
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE 3.15 + 3.95	4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	15.00
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	5.00
BILLING	

TOTAL SHERIFF COSTS \$ 188.62

DEED COSTS:

REGISTER & RECORDER	
ACKNOWLEDGEMENT	
TRANSFER TAX 2%	



TOTAL DEED COSTS \$

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 47,229.24
INTEREST FROM 1-16-01 TO 4-6-01	756.05
TOTAL DEBT & INTEREST	\$ 47,985.29

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	—
ADVERTISING	
LATE CHARGES & FEES	—
TAXES-Collector	—
TAXES-Tax Claim	—
COSTS OF SUIT-To Be Added	—
LIST OF LIENS	—
MORTGAGE SEARCH	—
ACKNOWLEDGEMENT	—
DEED COSTS	—
ATTORNEY COMMISSION	—
SHERIFF COSTS	
LEGAL JOURNAL AD	
REFUND OF ADVANCE	—
REFUND OF SURCHARGE	—
PROTHONOTARY	\$ 120.00
FORECLOSURE FEES	

TOTAL COSTS \$ 554.14

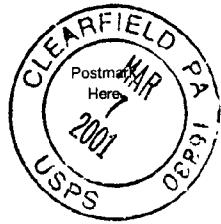
DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE ABOVE SCHEDULE UNLESS EXCEPTIONS ARE FILED WITH THIS OFFICE WITHIN TEN (10) DAYS FROM THIS DATE.

Chester A. Hawkins, Sheriff

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

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 2.95



Name (Please Print Clearly) (to be completed by mailer)

THOMAS D. YOUNG

Street, Apt. No.; or PO Box No.

RD #1 BOX 356

City, State, ZIP+4

FRENCHVILLE, PA 16836

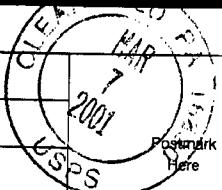
PS Form 3800, July 1999

See Reverse for Instructions

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

Article Sent To:

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.95



Name (Please Print Clearly) (to be completed by mailer)

MARY ANN YOUNG

Street, Apt. No.; or PO Box No.

RD #1 BOX 356

City, State, ZIP+4

FRENCHVILLE, PA 16836

PS Form 3800, July 1999

See Reverse for Instructions

COPY

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:

THOMAS D. YOUNG
RD #1 BOX 356
FRENCHVILLE, PA 16836

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

C. Signature *Charles L. Young* B. Date of Delivery 3-9-01

D. Is delivery address different from item 1?

Agent
 Addressee

If YES, enter delivery address below:

Yes
 No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000 0600 0023 2701 1359

EX-10694

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

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:

MARY ANN YOUNG
RD #1 BOX 356
FRENCHVILLE, PA 16836

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

C. Signature *Charles L. Young* B. Date of Delivery 3-9-01

Agent
 Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below:

Yes
 No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

7000 0600 0023 2701 1366

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COPY