

00-1517-CD

THREE RIVERS BANK AND TRUST COMPANY et al -vs- MARK A. DISMANG

etal

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs. ***Plaintiff,***

MARK A. DISMANG and HOLLY A. DISMANG,

***Defendants,***

and

WILLIAM D. FERONTI, SR., married,

***Terre Tenant.***

I hereby certify that plaintiff's precise place of  
business is:

500 Fifth Avenue  
McKeesport, PA 15132

I hereby certify that defendants' last known  
address is:

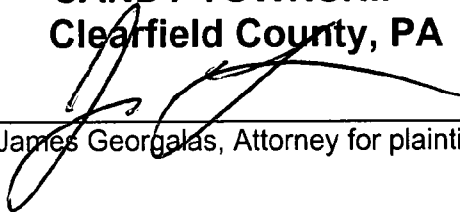
**Mark A. Dismang & Holly A. Dismang**  
814 East Lake Club Drive  
Oldsmar, Florida 34677

I hereby certify that terre tenant's last known  
address is:

**William D. Feronti, Sr.**  
415 Short Street  
Johnsonburg, PA 15845

I further hereby certify that the subject  
property involved herein is located in the:

**SANDY TOWNSHIP**  
**Clearfield County, PA**

  
James Georgalas, Attorney for plaintiff

CIVIL DIVISION

No. **00-1517-CO**

Issue No.

**COMPLAINT IN CIVIL  
ACTION - MORTGAGE  
FORECLOSURE**

Code ..... - Mtg. Foreclosure

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

**FILED**

DEC 18 2000

**William A. Shaw**  
Prothonotary

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

No.

TO: **MARK A. DISMANG & HOLLY A. DISMANG**, Defendants  
**WILLIAM D. FERONTI, SR.**, married, Terre Tenant

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in this 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**COURT ADMINISTRATOR**  
Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830

**Telephone: [814] 765-2641**

**COMPLAINT IN CIVIL ACTION  
- MORTGAGE FORECLOSURE**

1. Plaintiff is Three Rivers Bank and Trust Company, successor to Community Savings Bank, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania.

2. The defendants are Mark A. Dismang and Holly A. Dismang, and terre tenant William D. Feronti, Sr., married, who are the owners of the property more particularly described in Exhibit A, which is attached hereto and incorporated by reference herein. The last known address of defendants Mark A. Dismang and Holly A. Dismang is 814 East Lake Club Drive, Oldsmar, Florida 34677. The last known address of terre tenant William D. Feronti, Sr., married, is 415 Short Street, Johnsonburg, 15845.

3. Mark A. Dismang and Holly A. Dismang, on September 12, 1996, made, executed and delivered unto Community Savings Bank (predecessor to Three Rivers Bank and Trust Company), the subject Mortgage and accompanying Mortgage Note in the principal sum of \$61,700.00, secured upon property described in Exhibit A referred to above, which mortgage is recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Mortgage Book Volume 1787, page 356, true and correct copies of said

mortgage and mortgage note are attached hereto, made part hereof by reference thereto and marked Exhibits B and C, respectively.

4. The property subject to the mortgage set forth under paragraph 3 hereof is described in Exhibit A attached hereto, which is made a part hereof by reference thereto. It is the same property which Daniel R. Hawbaker and Grace S. Hawbaker, husband and wife, by their deed dated September 10, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1787, page 352, granted and conveyed unto Mark A. Dismang and Holly A. Dismang, husband and wife, being the defendants herein.

5. An Installment Land Contract dated September 15, 1998, was executed between Mark A. Dismang and Holly A. Dismang, husband and wife, and William D. Feronti, Sr., married, and said contract was recorded October 1, 1998, in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1973, page 97. William D. Feronti, Sr., married, who is the vendee under the subject installment land contract, may have an interest in the subject property, and plaintiff has therefore joined him as a terre tenant to this action.

6. Defendants and terre tenant have defaulted under the terms of the said mortgage and note by failing to pay the monthly payments reserved and other sums due under the mortgage hereinabove set forth for a period of more than thirty (30) days, and although repeated demands have been made by plaintiff of said defendants and terre tenant for said payments, said defendants and terre tenant has failed to pay the same or any part thereof, and said defaults are still persisted in by said defendants and terre tenant.

7. Because of the default by defendants and terre tenant in said monthly payments as aforesaid, the entire principal debt, together with interest, costs and other charges due thereon, and an attorney's commission of five percent (5%) have become due and payable forthwith.

8. The following is a statement of the amount due from defendants and terre tenant to plaintiff under said mortgage as of December 1, 2000:

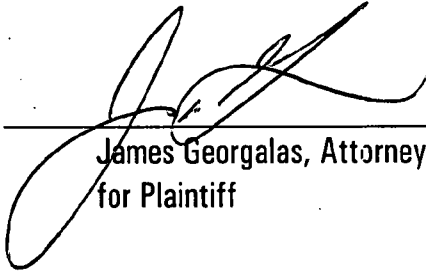
Principal balance	\$60,248.94
Interest through November 30, 2000	7,920.23
Escrow deficiency	4,638.76
Other items (property inspections, sat. fees, etc.)	300.50
Late charges	<u>431.40</u>
Subtotal	\$73,539.83
Attorney's commission	<u>3,677.00</u>
<b>TOTAL DUE</b>	<b><u>\$77,216.83</u></b>

9. Plaintiff, on June 9, 1999, mailed, by United States first-class mail, to defendants at their last known address, 814 East Lake Club Drive, Oldsmar, Florida 34677, and also to the subject property, Lot 394, Calabash Street, Dubois, PA 15801, separate Notices of Homeowners' Emergency Mortgage Assistance Act of 1983, which notices were given in accordance with the Act of the General Assembly of the Commonwealth of Pennsylvania known as Act No. 91 of 1983. A copy of said notice, together with copies of the proofs of mailing are attached hereto, made a part hereof and marked as Exhibit D. Defendants have not applied for assistance. Therefore, plaintiff has complied with all requirements of said Act.

10. The requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania of January 30, 1974, known as Act No. 6, 41 P.S. § 403, 1974, Jan. 30, P.L. 13, No. 6, are not applicable to this action for the reason that the subject mortgage is in excess of \$50,000.00. Nevertheless, in any event, in conformity with said Act No. 6, plaintiff, on June 9, 1999, mailed by certified mail, return receipt requested, to defendants at their last known address, 814 East Lake Club Drive, Oldsmar, Florida 34677, and also to the subject property, Lot 394, Calabash Street, Dubois, PA 15801, separate Notices of Intention to Foreclose Mortgage, which notices were given in accordance with the requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania of January 30, 1974, known as Act No. 6. A copy of said notice is attached hereto, made part hereof and marked as Exhibit E. The notices sent to defendants were accepted by defendants on June 15, 1999, as reflected by the copy of the return receipts attached hereto, made part hereof and marked as Exhibit F.

11. Plaintiff has performed all necessary conditions precedent in regard to this action.

**WHEREFORE**, plaintiff demands judgment in the sum of **\$77,216.83**, with interest thereon from December 1, 2000, at the rate of interest provided for in the subject adjustable rate mortgage note, together with all other costs, sums and charges which may accrue under said mortgage.



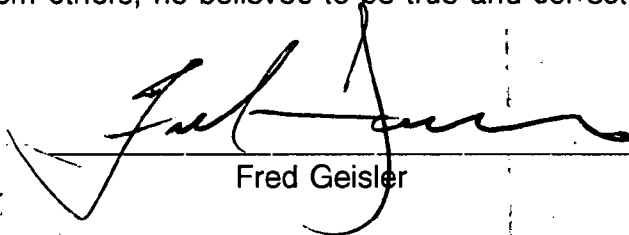
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James Georgalas, Attorney  
for Plaintiff



COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, personally appeared **FRED GEISLER**, who, being duly sworn according to law, deposes and says that he is Vice President of **THREE RIVERS BANK AND TRUST COMPANY, successor to Community Savings Bank, successor to Community Savings Association**, the within plaintiff; that he is authorized to make this affidavit on its behalf; that the facts set forth in the foregoing pleading of which he has personal knowledge are true and correct; and those facts which are based on information received from others, he believes to be true and correct.

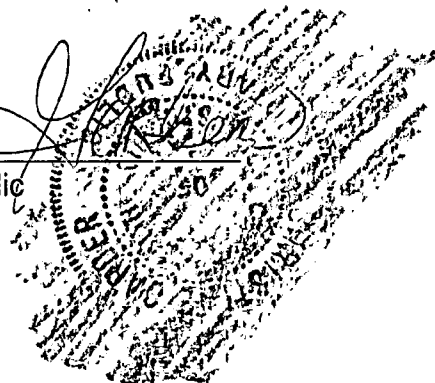
  
Fred Geisler

Sworn to and subscribed before me, a notary public, on  
this 8<sup>th</sup> day of December 2000. ~~19~~

  
Notary Public

My commission expires:

Notarial Seal  
Christine Garber, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 22, 2001  
Member, Pennsylvania Association of Notaries



## **EXHIBIT A**

**ALL** that certain tract of land designated as Lot No. 394, Section 25, in the "Treasure Lake Subdivision", situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, and recorded in the Recorder's Office of Clearfield County, PA, in Misc. Docket Map File No. 25.

**HAVING** erected thereon a dwelling known as Lot 394, Section 25, Calabash Street k/a 694 Treasure Lake, DuBois, PA 15801.

**BEING** designated as **TAX MAP #: 128-D02-025-000394-00-21.**

**EXCEPTING AND RESERVING** therefrom and also **UNDER AND SUBJECT TO** the following:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against the owners for the use and/or maintenance of these facilities, which if unpaid, shall become a lien upon the land and be an encumbrance against it.

**BEING** the same property which Daniel R. Hawbaker and Grace S. Hawbaker, husband and wife, by their deed dated September 10, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1787, page 352, granted and conveyed unto Mark A. Dismang and Holly A. Dismang, husband and wife, being the defendants herein.

**SEE ALSO DEED BOOK VOLUME 1973**, page 97, which sets forth a conveyance from Mark A. Dismang and Holly A. Dismang, husband and wife, of the above property, to William D. Feronti, Sr., married, being the terre tenant named herein.

VOL 1787 PAGE 356

Number

Recorded

Mortgage

Page

Vol.

From

MARK A. DISMANG and  
HOLLY A. DISMANG,  
husband and wife

To

COMMUNITY SAVINGS BANK

Amount \$ 61,700.00

Premises Lot 394, Section 25, Treasure  
Lake, DuBois, PA 15801

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 1996. The mortgagor is Mark A. Dismang and Holly A. Dismang ("Borrower"). This Security Instrument is given to Community Savings Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2681 Moss Side Boulevard, Monroeville, PA 15146-3394 ("Lender"). Borrower owes Lender the principal sum of Sixty-one Thousand Seven Hundred and 00/100 Dollars (U.S. \$ 61,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"); which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2026. 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:

ALL that certain tract of land designated as Lot No. 394, Section No. 25, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantees for the use and/or maintenance of these facilities, which if unpaid, shall become a lien upon the land and be an encumbrance against it.

Lot 394, Section 25  
which has the address of Calabash Street, Treasure Lake, DuBois, Pennsylvania 15801 ("Property Address");  
(Street) (City) (Zip Code)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

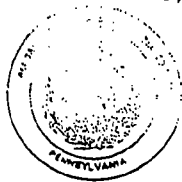
Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's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

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

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

BEING the same premises conveyed to the Mortgagors herein by deed dated September 10, 1996, which deed is being recorded contemporaneously herewith.

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



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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:46pm 9-12-96  
BY Belinda K. Kuntz  
FEES 19.00  
Karen L. Starck, Recorder

THIS ADJUSTABLE RATE RIDER is made this 12th day of September, 1996, 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 Adjustable Rate Note (the "Note") to Community Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Lot 394, Section 24, Calabash Street, Treasure Lake, DuBois, PA 15801  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.50%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of October, 1996, and on that day every 50th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:

(Check one box to indicate Index.)

- ☒ (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of five (5) years, as made available by the Federal Reserve Board.  
☐ (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.  
☐ (iii)

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters percentage points (2.75%) to the Current Index.

(Check one box to indicate whether the new interest rate will or will not be rounded to the next highest 1/4 of 1% (0.125%.)

☐ (i) The sum, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

☒ (ii) The Note Holder will then round the result of this addition to the next highest one-eighth of one percent (0.125%). This rounded amount, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

(Check appropriate boxes to indicate whether there are any maximum limits on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

☐ (iii) There are no maximum limits on any changes in the interest rate at any Change Date.

☒ (iv) The interest rate cannot be changed on any single Change Date by more than two (2) percentage points from the rate of interest I have been paying for the preceding sixty (60) months.

☒ (v) The interest rate cannot increase to more than 13.50 percentage points at any time during the loan term.

☒ (vi) The interest rate cannot decrease to less than 7.50 percentage points at any time during the loan term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(E) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

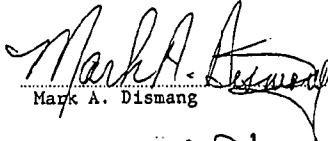
Uniform covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

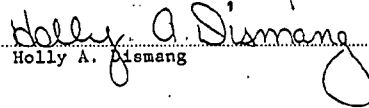
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
Mark A. Dismang

(Seal)  
Borrower

  
Holly A. Dismang

(Seal)  
Borrower

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



1787 362  
address of the Lender, the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

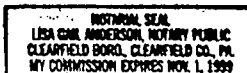
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Witnesses: Lisa Gail Anderson Mark A. Dismang (Seal)  
as to her Holly A. Dismang (Seal)  
Borrower

COMMONWEALTH OF PENNSYLVANIA, Clearfield County ss:  
On this, the 12<sup>th</sup> day of September, 1996, before me,  
the undersigned officer, personally appeared Mark A. Dismang and  
Holly A. Dismang, known to me (or satisfactorily  
proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes herein contained.

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

My Commission expires:



I certify that the precise place of business of the within named Mortgagee is Community Savings Bank,  
2681 Moss Side Boulevard, Monroeville, PA 15146-3394

Kimberly M. Kubista, Attorney at Law

RECORDED in the Office for Recording of Deeds in and for  
in Mortgage Book No. Page and  
Date Recorder

# ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

September 12, 19 96, Clearfield, Pennsylvania  
(City) (State)

(Lot 394, Section 25) Calabash Street, Treasure Lake, DuBois, PA 15801  
(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 61,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Community Savings Bank

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50%. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on November 1, 19 96. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 1, 2026, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 2681 Moss Side Blvd., Monroeville, PA 15146 or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 431.42. This amount may change.

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the first day of October, 2001, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:

*(Check one box to indicate Index.)*

☒\* (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of five (5) years, as made available by the Federal Reserve Board.

☐\* (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

☐\* (iii)

*\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.*

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points ( 2.75 % ) to the Current Index.

*(Check one box to indicate whether the new interest rate will or will not be rounded to the next highest 1/8 of 1% (0.125%.)*

☐ (i) The sum, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

☒ (ii) The Note Holder will then round the result of this addition to the next highest one-eighth of one percent (0.125%). This rounded amount, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

*(Check appropriate boxes to indicate whether there are any maximum limits on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)*

☐ (iii) There are no maximum limits on any changes in the interest rate at any Change Date.

☒ (iv) The interest rate cannot be changed on any single Change Date by more than two (2) percentage points from the rate of interest I have been paying for the preceding sixty (60) months.

☒ (v) The interest rate cannot increase to more than 13.50 percent at any time during the loan term.

☒ (vi) The interest rate cannot decrease to less than 7.50 percent at any time during the loan term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(E) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

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

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of .....15..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .....5..... % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver by Note Holder

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

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

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

## 8. 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.

## 9. 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.

## 10. 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.

## 11. UNIFORM SECURED NOTE

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

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Eric Gail Anderson  
Witness

Mark A. Dismang (Seal)  
Mark A. Dismang Borrower

do to both  
Witness

Holly A. Dismang (Seal)  
Holly A. Dismang Borrower

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Borrower

(Sign Original Only)

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

**THE COMMONWEALTH OF PENNSYLVANIA'S  
HOMEOWNER'S EMERGENCY MORTGAGE  
ASSISTANCE PROGRAM**

**MAY BE ABLE TO HELP YOU.  
READ THE FOLLOWING NOTICE TO FIND OUT  
HOW THE PROGRAM WORKS.**

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

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



# STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

JUNE 04, 1999

MARK A DISMANG  
HOLLY A DISMANG  
814 E. LAKE CLUB DRIVE  
OLDSMAR FL 34677

ACT 91 NOTICE

RE: LOAN 156094  
MAN CODE 4

IMPORTANT: NOTICE OF HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983..PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE THAT WILL PREVENT FORECLOSURE ON YOUR MORTGAGE IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"). YOU MAY BE ELIGIBLE FOR EMERGENCY TEMPORARY ASSISTANCE IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL, YOU HAVE A REASONABLE PROSPECT OF RESUMING YOUR MORTGAGE PAYMENTS, AND IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS AS DETERMINED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY. PLEASE READ ALL OF THIS NOTICE. IT CONTAINS AN EXPLANATION OF YOUR RIGHTS.

UNDER THE ACT, YOU ARE ENTITLED TO A TEMPORARY STAY OF FORECLOSURE ON YOUR MORTGAGE FOR THIRTY (30) DAYS FROM THE DATE OF THIS NOTICE. DURING THAT TIME YOU MUST ARRANGE AND ATTEND A "FACE-TO-FACE" MEETING WITH A REPRESENTATIVE OF THIS LENDER, OR WITH A DESIGNATED CONSUMER CREDIT COUNSELING AGENCY. THE PURPOSE OF THIS MEETING IS TO ATTEMPT TO WORK OUT A REPAYMENT PLAN, OR TO OTHERWISE SETTLE YOUR DELINQUENCY. THIS MEETING MUST OCCUR IN THE NEXT THIRTY (30) DAYS.

IF YOU ATTEND A FACE TO FACE MEETING WITH THIS LENDER, OR WITH A CONSUMER CREDIT COUNSELING AGENCY IDENTIFIED IN THIS NOTICE, NO FURTHER PROCEEDINGS IN MORTGAGE FORECLOSURE MAY TAKE PLACE FOR THIRTY (30) DAYS AFTER THE DATE OF THIS MEETING. THE NAME, ADDRESS AND TELEPHONE NUMBER OF OUR REPRESENTATIVE IS: MR. RONALD F. PASTOR, ASSISTANT VICE PRESIDENT, THREE RIVERS BANK, 500 FIFTH AVENUE, MCKEESPORT, PENNSYLVANIA 15132; TELEPHONE NUMBER (412)664-8750.

THE NAMES AND ADDRESSES OF DESIGNATED CONSUMER CREDIT COUNSELING AGENCIES FOR YOUR COUNTY ARE SHOWN ON THE ATTACHED LIST. IT IS ONLY NECESSARY TO SCHEDULE ONE FACE-TO-FACE MEETING. YOU SHOULD ADVISE THIS LENDER IMMEDIATELY OF YOUR INTENTIONS.

YOUR MORTGAGE IS IN SERIOUS DEFAULT BECAUSE YOU HAVE FAILED TO PAY PROMPTLY INSTALLMENTS OF PRINCIPAL AND INTEREST, AS REQUIRED, FOR A PERIOD OF AT LEAST SIXTY (60) DAYS. THE TOTAL AMOUNT OF DELINQUENCY IS \$ 1,996.65. THAT SUM INCLUDES 3 PAYMENTS DUE, LATE CHARGES IN THE AMOUNT OF \$ 43.14 AND OTHER FEES DUE IN THE AMOUNT OF \$.00.



## STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

IF YOU HAVE TRIED AND ARE UNABLE TO RESOLVE THIS PROBLEM AT OR AFTER YOUR FACE-TO-FACE MEETING, YOU HAVE THE RIGHT TO APPLY FOR FINANCIAL ASSISTANCE FROM THE HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE FUND. IN ORDER TO DO SO, YOU MUST FILL OUT, SIGN AND FILE A COMPLETED HOMEOWNERS' EMERGENCY ASSISTANCE APPLICATION WITH ONE OF THE DESIGNATED CONSUMER CREDIT COUNSELING AGENCIES LISTED ON THIS ATTACHMENT. AN APPLICATION FOR ASSISTANCE MAY ONLY BE OBTAINED FROM A CONSUMER CREDIT COUNSELING AGENCY. THE CONSUMER CREDIT COUNSELING AGENCY WILL ASSIST YOU IN FILLING OUT YOUR APPLICATION AND WILL SUBMIT YOUR COMPLETED APPLICATION TO THE PENNSYLVANIA HOUSING FINANCE AGENCY. YOUR APPLICATION MUST BE FILED OR POST-MARKED WITHIN THIRTY (30) DAYS OF YOUR FACE-TO-FACE MEETING.

IT IS EXTREMELY IMPORTANT THAT YOU FILE YOUR APPLICATION PROMPTLY. IF YOU DO NOT DO SO, OR IF YOU DO NOT FOLLOW THE TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY.

AVAILABLE FUNDS FOR EMERGENCY MORTGAGE ASSISTANCE ARE VERY LIMITED. THEY WILL BE DISBURSED BY THE AGENCY UNDER THE ELIGIBILITY CRITERIA ESTABLISHED BY THE ACT.

IT IS EXTREMELY IMPORTANT THAT YOUR APPLICATION IS ACCURATE AND COMPLETE IN EVERY RESPECT. THE PENNSYLVANIA HOUSING FINANCE AGENCY HAS SIXTY (60) DAYS TO MAKE A DECISION AFTER IT RECEIVES YOUR APPLICATION. DURING THAT ADDITIONAL TIME, NO FORECLOSURE PROCEEDINGS WILL BE PURSUED AGAINST YOU IF YOU HAVE MET THE TIME REQUIREMENTS SET FORTH ABOVE. YOU WILL BE NOTIFIED DIRECTLY BY THAT AGENCY OF ITS DECISION ON YOUR APPLICATION.

THE PENNSYLVANIA HOUSING FINANCE AGENCY IS LOCATED AT 2101 NORTH FRONT STREET, POST OFFICE BOX 8029, HARRISBURG, PENNSYLVANIA 17105. THEIR TELEPHONE NUMBERS ARE (717)730-3800, OR 1-800-342-2397 (TOLL FREE NUMBER). PERSONS WITH IMPAIRED HEARING CAN CALL (717)780-1869.

IN ADDITION, YOU MAY RECEIVE ANOTHER NOTICE FROM THIS LENDER UNDER ACT 6 OF 1974. THAT NOTICE IS CALLED A "NOTICE OF INTENTION TO FORECLOSE." YOU MUST READ BOTH NOTICES, SINCE THEY BOTH EXPLAIN RIGHTS THAT YOU NOW HAVE UNDER PENNSYLVANIA LAW. HOWEVER, IF YOU CHOOSE TO EXERCISE YOUR RIGHTS DESCRIBED IN THIS NOTICE, YOU CANNOT BE FORECLOSED UPON WHILE YOU ARE RECEIVING THAT ASSISTANCE.

VERY TRULY YOURS,  
STANDARD MORTGAGE CORPORATION OF GEORGIA, SERVICING AGENT FOR  
THREE RIVERS BANK SUCCESSOR BY MERGER TO COMMUNITY SAVINGS BANK  
(404)843-7590 OR (800)486-1841 (TOLL-FREE)



## CLEARFIELD COUNTY

Keystone Economic Development  
Corporation

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

Indiana County Community Action  
Program  
827 Water Street, Box 187  
Indiana, PA 15701

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

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

## CLINTON COUNTY

Lycoming-Clinton Counties  
Commission For Community  
Action (STEP)  
2138 Lincoln Street  
P. O. Box 1328  
Williamsport, PA 17703  
(717) 326-0587  
FAX # (717) 322-2197

## COLUMBIA COUNTY

Consumer Credit Counseling Service  
of Northeastern Pennsylvania

Human Services Building  
541 Wyoming Avenue  
Box 168  
Scranton, PA 18501  
(717) 342-1072 or 1-800-922-9537  
FAX # (717) 342-8040

31 W. Market Street  
Wilkes-Barre, PA 18702  
(717) 821-0837 or 1(800) 922-9537  
FAX # (717) 821-1785

Commission on Economics Opportunity  
of Luzerne County

211-213 South Main Street  
Wilkes-Barre, PA 18701  
(717) 826-0510 or 1(800) 822-0359  
FAX # (717) 829-1665—  
Call before faxing  
(717) 455-4994 Hazelton  
FAX # (717) 455-5631—  
Call before faxing  
(717) 836-4090 Tunkhannock

**STANDARD MORTGAGE CORP. OF GA.**  
**5775-D PEACHTREE-DUNWOODY RD.**  
**SUITE 100**  
**ATLANTA, GEORGIA 30342**

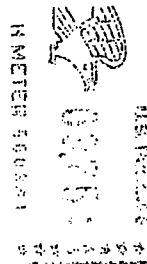
Standard  
 Press  
 and  
 Sender

*Registered Mail*

Indicate type of mail:  
☒ Registered  
☐ Insured  
☐ COD  
☐ Certified

Check appropriate block for:  
☐ Return Receipt for Merchandise  
☐ Registered Mail  
☐ With Postal Insurance  
☐ Without Postal Insurance  
☐ Handling Charge (if Regs.)

Affix stamp here if required:  
 certificate of mail  
 additional copy  
 Postmark and Date



Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regs.)
1	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
2	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
3	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
4	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
5	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
6	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
7	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
8	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
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11	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
12	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
13	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
14	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				
15	Brent A Meete, Nicky L. Meete 41 Fairway North Indian Lake PA 15126				

PS Form 3877, February 1994

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual (DMM) 1900, 5913, and 5921 for limitations of coverage on insured and COD mail. See International Mail Manual (IMM) for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.



# STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

JUNE 04, 1999

HOLLY A DISMANG  
814 E. LAKE CLUB DRIVE  
OLDSMAR FL 34677

RE: LOAN 156094  
MAN CODE 4

## NOTICE OF INTENTION TO FORECLOSE MORTGAGE

THE MORTGAGE SERVICED BY STANDARD MORTGAGE ON YOUR PROPERTY LOCATED AT LOT394 CALABASH STREET, DUBOIS PA 15801 IS IN SERIOUS DEFAULT BECAUSE YOU HAVE NOT MADE PAYMENTS AS REQUIRED. THE REQUIRED MONTHLY PAYMENT OF \$ 651.17 WAS NOT MADE BY YOU FOR 3 PAYMENTS. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN PAYMENTS, AS OF THE DATE OF THIS LETTER, IS \$ 1,996.65, INCLUDING ANY OUTSTANDING LATE CHARGES AND PROPERTY INSPECTIONS ACCRUED TO THIS DATE.

YOU MAY CURE THIS DEFAULT WITHIN THIRTY (30) DAYS OF THE DATE OF THIS LETTER, BY PAYING TO US THE AMOUNT OF \$ 1,996.65, PLUS ANY ADDITIONAL MONTHLY PAYMENTS AND LATE CHARGES WHICH MAY FALL DUE DURING THIS PERIOD. SUCH PAYMENT MUST BE MADE EITHER BY CASH, CASHIERS CHECK, CERTIFIED CHECK OR MONEY ORDER, AND MADE PAYABLE TO STANDARD MORTGAGE CORPORATION, AND DELIVERED OR MAILED TO OUR OFFICE AT 5775-D PEACHTREE DUNWOODY ROAD, SUITE 100, ATLANTA, GEORGIA 30342.

IF YOU DO NOT CURE THE DEFAULT WITHIN THIRTY (30) DAYS, WE INTEND TO EXERCISE OUR RIGHT TO ACCELERATE THE MORTGAGE PAYMENTS. THIS MEANS THAT WHATEVER IS OWING ON THE ORIGINAL AMOUNT BORROWED WILL BE CONSIDERED DUE IMMEDIATELY AND YOU MAY LOSE THE CHANCE TO PAY OFF THE ORIGINAL MORTGAGE IN MONTHLY INSTALLMENTS. IF FULL PAYMENT OF THE AMOUNT OF DEFAULT IS NOT MADE WITHIN THIRTY (30) DAYS, WE ALSO INTEND TO INSTRUCT OUR ATTORNEYS TO START A LAWSUIT TO FORECLOSE YOUR MORTGAGED PROPERTY. IF THE MORTGAGE IS FORECLOSED, YOUR MORTGAGED PROPERTY WILL BE SOLD BY THE SHERIFF TO PAY OFF THE MORTGAGE DEBT. IF WE REFER YOUR CASE TO OUR ATTORNEYS, BUT YOU CURE THE DEFAULT BEFORE THEY BEGIN LEGAL PROCEEDINGS AGAINST YOU, YOU WILL STILL HAVE TO PAY THE REASONABLE ATTORNEY'S FEES, ACTUALLY INCURRED, UP TO \$50.00. HOWEVER, IF LEGAL PROCEEDINGS ARE STARTED AGAINST YOU, YOU WILL HAVE TO PAY THE REASONABLE ATTORNEY'S FEES EVEN IF THEY ARE OVER \$50.00. ANY ATTORNEY'S FEES WILL BE ADDED TO WHAT-EVER YOU OWE US, WHICH MAY ALSO INCLUDE OUR REASONABLE COSTS. IF YOU CURE THE DEFAULT WITHIN THE THIRTY-DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.



## STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

IF YOU HAVE NOT CURED THE DEFAULT WITHIN THE THIRTY-DAY PERIOD AND FORECLOSURE HAS BEGUN, YOU STILL HAVE THE RIGHT TO CURE THE DEFAULT AND PREVENT THE SALE AT ANY TIME UP TO ONE (1) HOUR BEFORE THE SHERIFF'S FORECLOSURE SALE. YOU MAY DO SO BY PAYING THE TOTAL AMOUNT OF THE UNPAID MONTHLY PAYMENTS PLUS ANY REASONABLE OTHER CHARGES THEN DUE, AS WELL AS THE REASONABLE ATTORNEY'S FEES AND COSTS CONNECTED WITH THE SHERIFF'S SALE AND PERFORM ANY OTHER REQUIREMENTS UNDER THE MORTGAGE. IT IS ESTIMATED THAT THE EARLIEST DATE THAT SUCH A SHERIFF SALE COULD BE HELD WOULD BE APPROXIMATELY 120 TO 190 DAYS FROM THE DATE OF THIS LETTER. A NOTICE OF THE DATE OF THE SHERIFF SALE WILL BE SENT TO YOU BEFORE THE SALE DATE. OF COURSE, THE AMOUNT NEEDED TO CURE THE DEFAULT WILL INCREASE THE LONGER YOU WAIT. YOU MAY FIND OUT AT ANY TIME EXACTLY WHAT THE REQUIRED PAYMENT WILL BE BY CALLING OUR OFFICE AT (404) 843-0020 OR (800) 486-1841. THIS PAYMENT MUST BE IN CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER AND MADE PAYABLE TO US AS REFERENCED EARLIER.

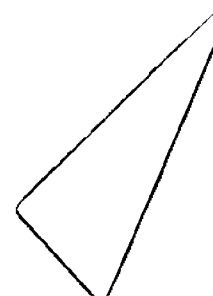
YOU SHOULD REALIZE THAT A SHERIFF'S SALE WILL END YOUR OWNERSHIP OF THE HOME AND THE RIGHT TO REMAIN IN IT. IF YOU CONTINUE TO LIVE IN THE PROPERTY AFTER THE SHERIFF'S SALE, A LAWSUIT COULD BE STARTED TO EVICT YOU.

YOU HAVE ADDITIONAL RIGHTS TO HELP PROTECT YOUR INTEREST IN THE PROPERTY. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. YOU HAVE THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDINGS THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION OR FORECLOSURE.

IF YOU CURE THE DEFAULT, THE MORTGAGE WILL BE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED. HOWEVER, YOU ARE NOT ENTITLED TO THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALENDAR YEAR.

VERY TRULY YOURS,

STANDARD MORTGAGE CORPORATION OF GEORGIA, SERVICING AGENT FOR  
THREE RIVERS BANK SUCCESSOR BY MERGER TO COMMUNITY SAVINGS BANK  
1-800-486-1841  
404-843-7590



**STANDARD MORTGAGE CORP. OF GA.**  
**5775-D PEACHTREE-DUNWOODY RD.**  
**SUITE 100**  
**ATLANTA, GEORGIA 30342**

Indicate type of mail:  
☐ Registered  
☐ Insured  
☒ COD  
☐ Certified

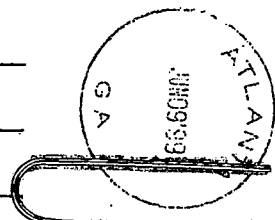
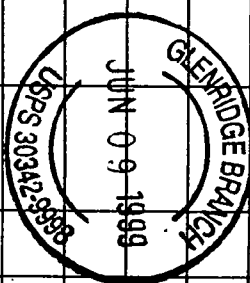
Check appropriate block for:  
☐ Return Receipt for Merchandise  
☐ Registered Mail  
☐ With Postal Insurance  
☐ Without Postal Insurance

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regs.)	Insured Value
1	Z 423070867	Brent A. Mecke 196 N Fairway, Central City, PA 15926					
2	Z 423070868	David C. Ait 1967 N Becker St., Pittsburgh PA 15212					
3	Z 423070866	Vicky L. Mecke 196 N Fairway, Central City, PA 15926					
4	Z 423070863	Charles E. Kavel Jr 2407 Chestnut Ave, Barnesboro, PA 15714					
5	Z 423070862	Kimberly A. Kregel 2407 Chestnut Ave, Barnesboro, PA 15714					
6	Z 423070871	Vicky L. Mecke 41 Fairway North, Indian Lake, PA 15926					
7	Z 423070870	Brent A. Mecke 41 Fairway North, Indian Lake, PA 15926					
8	Z 423070861	Kimberly L. Niklas 412 North Fourth St, Clairton, PA 15026					
9	Z 423070860	David A. Niklas 412 North Fourth St, Clairton, PA 15026					
10	Z 423070864	Holly A. Dismang 814 E Lake Club Drive, Aldamar, FL 34677					
11	Z 423070865	Marie A. Dismang 814 E Lake Club Drive, Aldamar, FL 34677					
12	Z 423070869	Sharon J. Ait 1967 N Becker St, Pittsburgh PA 15212					
13	Z 481990161	Deborah A. Kerekish 2588 New Germany Rd, Ebensburg PA 15931					
14	Z 423070442	George D. Kerekish 2588 New Germany Rd, Ebensburg PA 15931					
15	Z 423071041	Elizbeth L. Benson P.O. Box 518, Holsville, PA 15935					
Total Number of Pieces Listed by Sender		15					
Total Number of Pieces Received at Post Office		15					
Postmaster, Per (Name of Recieving Employee)		<i>[Signature]</i>					

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

PS Form 3877, February 1994

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen



U.S. POSTAGE  
 0375  
 HMIETER 560341

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

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

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

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to: Holly A. Dismang  
814 E. Lake Club Dr.  
Oldsmar, FL 34677

4a. Article Number Z 423 070 864

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery 6-15-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent) xHolly Dismang

8. Addressee's Address (Only if requested and fee is paid) 6/8 PA Act 6  
LTR sent 156094

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

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

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

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

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to: Mark A. Dismang  
814 E. Lake Club Dr.  
Oldsmar, FL 34677

4a. Article Number Z 423 070 865

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery 6-15-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent) xHolly Dismang

8. Addressee's Address (Only if requested and fee is paid) 6/8 PA Act 6  
LTR sent 156094

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

Thank you for using Return Receipt Service.

11

10/29/01 Document  
Reinstated/Registered to Sheriff/Attorney  
for service.

W. A. Shaw, Sr.  
Deputy Prothonotary

FILED

DEC 18 2000

William A. Shaw  
Prothonotary

att. - George W.  
Pd. 580.00

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs.

***Plaintiff,***

MARK A. DISMANG and HOLLY A. DISMANG,

***Defendants,***

and

WILLIAM D. FERONTI, SR., married,

***Terre Tenant.***

CIVIL DIVISION

**No. 00-1517-CD**

Issue No.

**PRAECIPE TO REINSTATE  
COMPLAINT IN CIVIL  
ACTION - MORTGAGE  
FORECLOSURE**

Code ..... - Mtg. Foreclosure

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

**FILED**

OCT 29 2001


William A. Shaw  
Prothonotary



## **PRAECIPE TO REINSTATE COMPLAINT**

TO: **PROTHONOTARY OF CLEARFIELD COUNTY, PA**

Please ***reinstate*** plaintiff's Complaint in Civil Action - Mortgage Foreclosure filed  
in the foregoing action.



James Georgalas, Attorney for plaintiff

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219-3030

(412) 281-1308

**DATED:** October 25, 2001

FILED

OCT 29 2001

M.V. 3:11 PM City of Berkeley  
William A. Shaw  
Prothonotary

pd 87.00

2 Comps. to city

10.29.01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

A. Rodrick  
Deputy Prothonotary

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

Sheriff Docket # 10540

THREE RIVERS BANK AND TRUST COMPANY

00-1517-CD

VS.

DISMANG, MARK A. & HOLLY A. AI

COMPLAINT IN MORTGAGE FORECLOSURE

**SHERIFF RETURNS**

---

NOW JANUARY 9, 2001, THOMAS KONTES, SHERIFF OF ELK COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM D. FERONTI, SR., TERRE TENANT.

NOW JANUARY 16, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON WILLIAM D. FERONTI, SR., TERRE TENANT BY DEPUTIZING THE SHERIFF OF ELK COUNTY. THE RETURN OF SHERIFF KONTES IS HERETO ATTACHED AND MADE A PART OF THIS RETURN.

NOW JANUARY 19, 2001 RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO WILLIAM D. FERONIT, SR., TERRE TENANT, AT LOT 394 SECTION 25, TREASURE LAKE, CALABASH ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA. HOUSE IS EMPTY.

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**Return Costs**

Cost	Description
42.99	SHFF. HAWKINS PAID BY: ATTY.
36.68	SHFF. KONTES PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

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

Sheriff Docket # 10540

THREE RIVERS BANK AND TRUST COMPANY

00-1517-CD

VS.

DISMANG, MARK A. & HOLLY A. AI

COMPLAINT IN MORTGAGE FORECLOSURE

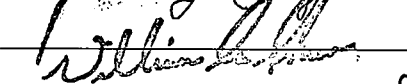
**SHERIFF RETURNS**

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Sworn to Before Me This

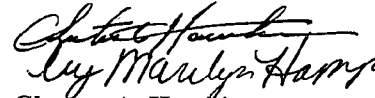
So Answers,

23 Day Of January 2001



*EKS*

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



Chester A. Hawkins  
Sheriff

# Affidavit of Service

Three Rivers Bank and Trust Company,  
successor to Community Savings Bank,  
a Pennsylvania corporation

vs.

Mark A. Dismang and Holly A. Dismang

TERRE TENANT: William D. Feronti, Sr.

No. 1517 Term, 20 00

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW January 16, 20 01 at 9:45 o'clock A.M.

served the within Complaint in Mortgage Foreclosure on William D. Feronti, Sr.

at P.O. Box 375, Marvin St., Wilcox, Elk County, Pa. (his current residence)

by handing to him

a true and attested copy of the original Complaint in Mortgage Foreclosure and made

known to him the contents thereof. Sheriff's Costs - \$36.68 PAID

Sworn to before me this 16th

day of January A.D. 20 01

Diondra H. Cassalone  
Deputy Prothonotary

118.11-010

My Commission Expires  
January 5, 2004

So answers,

Thomas C. Korte Sheriff  
He. H. B. Deputy

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

This deputation being made at the request and risk of the plaintiff  
this 9th day of JANUARY ~~2000~~ 2001

Respectfully,

Chester A. Hawkins  
CHESTER A. HAWKINS,  
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO:

CERTIFIED TRUE AND CORRECT  
COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs.

*Plaintiff,*

MARK A. DISMANG and HOLLY A. DISMANG,

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Terre Tenant.*

I hereby certify that plaintiff's precise place of  
business is:

500 Fifth Avenue  
McKeesport, PA 15132

I hereby certify that defendants' last known  
address is:

Mark A. Dismang & Holly A. Dismang  
814 East Lake Club Drive  
Oldsmar, Florida 34677

I hereby certify that terre tenant's last known  
address is:

William D. Feronti, Sr.  
415 Short Street  
Johnsonburg, PA 15845

I further hereby certify that the subject  
property involved herein is located in the:

**SANDY TOWNSHIP**  
**Clearfield County, PA**

James Georgalas, Attorney for plaintiff

CIVIL DIVISION

No. 00-1517-00

Issue No.

**COMPLAINT IN CIVIL  
ACTION - MORTGAGE  
FORECLOSURE**

Code ..... - Mtg. Foreclosure

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

No. 00-1517-CD

TO: **MARK A. DISMANG & HOLLY A. DISMANG**, Defendants  
**WILLIAM D. FERONTI, SR.**, married, Terre Tenant

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in this 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**COURT ADMINISTRATOR**  
Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830

**Telephone: [814] 765-2641**

**COMPLAINT IN CIVIL ACTION  
- MORTGAGE FORECLOSURE**

1. Plaintiff is Three Rivers Bank and Trust Company, successor to Community Savings Bank, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania.

2. The defendants are Mark A. Dismang and Holly A. Dismang, and terre tenant William D. Feronti, Sr., married, who are the owners of the property more particularly described in Exhibit A, which is attached hereto and incorporated by reference herein. The last known address of defendants Mark A. Dismang and Holly A. Dismang is 814 East Lake Club Drive, Oldsmar, Florida 34677. The last known address of terre tenant William D. Feronti, Sr., married, is 415 Short Street, Johnsonburg, 15845.

3. Mark A. Dismang and Holly A. Dismang, on September 12, 1996, made, executed and delivered unto Community Savings Bank (predecessor to Three Rivers Bank and Trust Company), the subject Mortgage and accompanying Mortgage Note in the principal sum of \$61,700.00, secured upon property described in Exhibit A referred to above, which mortgage is recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Mortgage Book Volume 1787, page 356, true and correct copies of said



mortgage and mortgage note are attached hereto, made part hereof by reference thereto and marked Exhibits B and C, respectively.

4. The property subject to the mortgage set forth under paragraph 3 hereof is described in Exhibit A attached hereto, which is made a part hereof by reference thereto. It is the same property which Daniel R. Hawbaker and Grace S. Hawbaker, husband and wife, by their deed dated September 10, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1787, page 352, granted and conveyed unto Mark A. Dismang and Holly A. Dismang, husband and wife, being the defendants herein.

5. An Installment Land Contract dated September 15, 1998, was executed between Mark A. Dismang and Holly A. Dismang, husband and wife, and William D. Feronti, Sr., married, and said contract was recorded October 1, 1998, in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1973, page 97. William D. Feronti, Sr., married, who is the vendee under the subject installment land contract, may have an interest in the subject property, and plaintiff has therefore joined him as a terre tenant to this action.

6. Defendants and terre tenant have defaulted under the terms of the said mortgage and note by failing to pay the monthly payments reserved and other sums due under the mortgage hereinabove set forth for a period of more than thirty (30) days, and although repeated demands have been made by plaintiff of said defendants and terre tenant for said payments, said defendants and terre tenant has failed to pay the same or any part thereof, and said defaults are still persisted in by said defendants and terre tenant.

7. Because of the default by defendants and terre tenant in said monthly payments as aforesaid, the entire principal debt, together with interest, costs and other charges due thereon, and an attorney's commission of five percent (5%) have become due and payable forthwith.

8. The following is a statement of the amount due from defendants and terre tenant to plaintiff under said mortgage as of December 1, 2000:

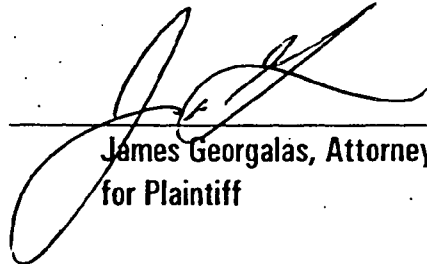
Principal balance	\$60,248.94
Interest through November 30, 2000	7,920.23
Escrow deficiency	4,638.76
Other items (property inspections, sat. fees, etc.)	300.50
Late charges	<u>431.40</u>
Subtotal	\$73,539.83
Attorney's commission	<u>3,677.00</u>
<b>TOTAL DUE</b>	<b><u>\$77,216.83</u></b>

9. Plaintiff, on June 9, 1999, mailed, by United States first-class mail, to defendants at their last known address, 814 East Lake Club Drive, Oldsmar, Florida 34677, and also to the subject property, Lot 394, Calabash Street, Dubois, PA 15801, separate Notices of Homeowners' Emergency Mortgage Assistance Act of 1983, which notices were given in accordance with the Act of the General Assembly of the Commonwealth of Pennsylvania known as Act No. 91 of 1983. A copy of said notice, together with copies of the proofs of mailing are attached hereto, made a part hereof and marked as Exhibit D. Defendants have not applied for assistance. Therefore, plaintiff has complied with all requirements of said Act.

10. The requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania of January 30, 1974, known as Act No. 6, 41 P.S. § 403, 1974, Jan. 30, P.L. 13, No. 6, are not applicable to this action for the reason that the subject mortgage is in excess of \$50,000.00. Nevertheless, in any event, in conformity with said Act No. 6, plaintiff, on June 9, 1999, mailed by certified mail, return receipt requested, to defendants at their last known address, 814 East Lake Club Drive, Oldsmar, Florida 34677, and also to the subject property, Lot 394, Calabash Street, Dubois, PA 15801, separate Notices of Intention to Foreclose Mortgage, which notices were given in accordance with the requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania of January 30, 1974, known as Act No. 6. A copy of said notice is attached hereto, made part hereof and marked as Exhibit E. The notices sent to defendants were accepted by defendants on June 15, 1999, as reflected by the copy of the return receipts attached hereto, made part hereof and marked as Exhibit F.

11. Plaintiff has performed all necessary conditions precedent in regard to this action.

**WHEREFORE**, plaintiff demands judgment in the sum of **\$77,216.83**, with interest thereon from December 1, 2000, at the rate of interest provided for in the subject adjustable rate mortgage note, together with all other costs, sums and charges which may accrue under said mortgage.




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James Georgalas, Attorney  
for Plaintiff

COMMONWEALTH OF PENNSYLVANIA )  
 ) ss.  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, personally appeared **FRED GEISLER**, who, being duly sworn according to law, deposes and says that he is Vice President of **THREE RIVERS BANK AND TRUST COMPANY**, successor to **Community Savings Bank**, successor to **Community Savings Association**, the within plaintiff; that he is authorized to make this affidavit on its behalf; that the facts set forth in the foregoing pleading of which he has personal knowledge are true and correct; and those facts which are based on information received from others, he believes to be true and correct.

  
Fred Geisler

Sworn to and subscribed before me, a notary public, on  
this 8<sup>th</sup> day of December 2000. ~~19~~

Christine J. Kiser  
Notary Public

**My commission expires:**

**Notarial Seal**  
Christine Garber, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 22, 2001

## **EXHIBIT A**

**ALL** that certain tract of land designated as Lot No. 394, Section 25, in the "Treasure Lake Subdivision", situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, and recorded in the Recorder's Office of Clearfield County, PA, in Misc. Docket Map File No. 25.

**HAVING** erected thereon a dwelling known as Lot 394, Section 25, Calabash Street k/a 694 Treasure Lake, DuBois, PA 15801.

**BEING** designated as **TAX MAP #: 128-D02-025-000394-00-21.**

**EXCEPTING AND RESERVING** therefrom and also **UNDER AND SUBJECT TO** the following:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against the owners for the use and/or maintenance of these facilities, which if unpaid, shall become a lien upon the land and be an encumbrance against it.

**BEING** the same property which Daniel R. Hawbaker and Grace S. Hawbaker, husband and wife, by their deed dated September 10, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1787, page 352, granted and conveyed unto Mark A. Dismang and Holly A. Dismang, husband and wife, being the defendants herein.

**SEE ALSO DEED BOOK VOLUME 1973, page 97, which sets forth a conveyance from Mark A. Dismang and Holly A. Dismang, husband and wife, of the above property, to William D. Feronti, Sr., married, being the terre tenant named herein.**

VOL 1787 PAGE 356

Number

Page

Recorded

Mortgage

Vol.

From

MARK A. DISMANG and  
HOLLY A. DISMANG,  
husband and wife

To

COMMUNITY SAVINGS BANK

Amount \$ 61,700.00

Premises Lot 394, Section 25, Treasure  
Lake, DuBois, PA 15801

# MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 1996. The mortgagor is Mark A. Dismang and Holly A. Dismang ("Borrower"). This Security Instrument is given to Community Savings Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2681 Moss Side Boulevard, Monroeville, PA 15146-3394 ("Lender"). Borrower owes Lender the principal sum of Sixty-one Thousand Seven Hundred and 00/100 Dollars (U.S. \$ 61,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"); which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2026. 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:

ALL that certain tract of land designated as Lot No. 394, Section No. 25, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantees for the use and/or maintenance of these facilities, which if unpaid, shall become a lien upon the land and be an encumbrance against it.

Lot 394, Section 25  
which has the address of Calabash Street, Treasure Lake DuBois  
Pennsylvania 15801 ("Property Address");

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



BEING the same premises conveyed to the Mortgagors herein by deed dated September 10, 1996, which deed is being recorded contemporaneously herewith.

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



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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:46pm 9-12-96  
BY *Bel...*  
FEES 19.00  
Karen L. Starck, Recorder

THIS ADJUSTABLE RATE RIDER is made this 12th day of September, 19 96, 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 Adjustable Rate Note (the "Note") to Community Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Lot 394, Section 24, Calabash Street, Treasure Lake, DuBois, PA 15801  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.50%. The Note provides for changes in the interest rate and the monthly payments, as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the first day of October, 19 2001, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:

(Check one box to indicate Index.)

☒ (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of five (5) years, as made available by the Federal Reserve Board.

☐ (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

☐ (iii)

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters percentage points (2.75%) to the Current Index.

(Check one box to indicate whether the new interest rate will or will not be rounded to the next highest 1/8 of 1% (0.125%))

☐ (i) The sum, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

☒ (ii) The Note Holder will then round the result of this addition to the next highest one-eighth of one percent (0.125%). This rounded amount, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

(Check appropriate boxes to indicate whether there are any maximum limits on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

☐ (iii) There are no maximum limits on any changes in the interest rate at any Change Date.

☒ (iv) The interest rate cannot be changed on any single Change Date by more than two (2) percentage points from the rate of interest I have been paying for the preceding sixty (60) months.

☒ (v) The interest rate cannot increase to more than 13.50 percentage points at any time during the loan term.

☒ (vi) The interest rate cannot decrease to less than 7.50 percentage points at any time during the loan term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

##### (D) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(E) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

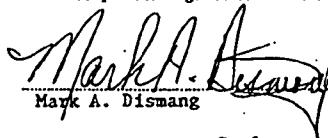
Uniform covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

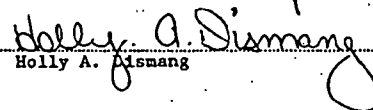
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
Mark A. Dismang

(Seal)  
Borrower

  
Holly A. Dismang

(Seal)  
Borrower

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be notified by the Loan Servicer. The notice will state the name and address of the new Loan Servicer.

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

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

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

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

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

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

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

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

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

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

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

- ☒ Adjustable Rate Rider      ☐ Condominium Rider      ☐ 1-4 Family Rider  
☐ Graduated Payment Rider      ☐ Planned Unit Development Rider      ☐ Biweekly Payment Rider  
☐ Balloon Rider      ☐ Rate Improvement Rider      ☐ Second Home Rider  
☐ Other(s) [specify] \_\_\_\_\_

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

**Witnesses:**

Witnesses: Alexa Gail Candura Mark A. Dismang (Seal)  
— Borrower

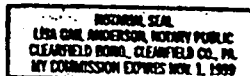
as to both

Holly A Dismang (Seal)  
Holly A Dismang — Borrower

COMMONWEALTH OF PENNSYLVANIA, ..... Clearfield ..... County ss:  
On this, the 12<sup>th</sup> day of September, 19 96, before me,  
..... the undersigned officer, personally appeared Mark A. Dismang, and  
Holly A. Dismang  
proven) to be the person s. whose name s. are subscribed to the within instrument and acknowledged that  
they executed the same for the purposes herein contained.

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

**My Commission expires:**



I certify that the precise place of business of the within named Mortgagee is Community Savings Bank,  
2681 Moss Side Boulevard, Monroeville, PA 15146-3394

RECORDED in the Office for Recording of Deeds in and for  
in Mortgage Book No. Page &c.  
Date Recorder

Kimberly N. Kubista, Attorney at Law

# ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

September 12

, 19 96

Clearfield  
(City)

Pennsylvania  
(State)

(Lot 394, Section 25) Calabash Street, Treasure Lake, DuBois, PA 15801  
(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 61,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Community Savings Bank

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on November 1, 19 96. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 1, 2026, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 2681 Moss Side Blvd., Monroeville, PA 15146 or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 431.42. This amount may change.

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the first day of October 19 2001, and on that day every 60 th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:

*(Check one box to indicate Index.)*

☒\* (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of five (5) years, as made available by the Federal Reserve Board.

☐\* (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.

☐\* (iii) \_\_\_\_\_

*\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.*

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points ( 2.75 % ) to the Current Index.

*(Check one box to indicate whether the new interest rate will or will not be rounded to the next highest 1/8 of 1% (0.125%))*

☐ (i) The sum, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

☒ (ii) The Note Holder will then round the result of this addition to the next highest one-eighth of one percent (0.125%). This rounded amount, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

*(Check appropriate boxes to indicate whether there are any maximum limits on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)*

☐ (iii) There are no maximum limits on any changes in the interest rate at any Change Date.

☒ (iv) The interest rate cannot be changed on any single Change Date by more than two (2) percentage points from the rate of interest I have been paying for the preceding sixty (60) months.

☒ (v) The interest rate cannot increase to more than 13.50 percent at any time during the loan term.

☒ (vi) The interest rate cannot decrease to less than 7.50 percent at any time during the loan term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(E) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

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

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of ..... 15 ..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be ..... 5 ..... % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver by Note Holder

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

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

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

## 8. 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.

## 9. 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.

## 10. 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.

## 11. UNIFORM SECURED NOTE

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



**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Eric Gail Anderson  
Witness

as to both  
Witness

\_\_\_\_\_  
Witness

Mark A. Dismang (Seal)  
Mark A. Dismang  
Borrower

Holly A. Dismang (Seal)  
Holly A. Dismang  
Borrower

\_\_\_\_\_  
Borrower  
(Sign Original Only)

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

**THE COMMONWEALTH OF PENNSYLVANIA'S  
HOMEOWNER'S EMERGENCY MORTGAGE  
ASSISTANCE PROGRAM**

**MAY BE ABLE TO HELP YOU.  
READ THE FOLLOWING NOTICE TO FIND OUT  
HOW THE PROGRAM WORKS.**

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

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



MORTGAGE  
BANKERS

# STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

JUNE 04, 1999

MARK A DISMANG  
HOLLY A DISMANG  
814 E. LAKE CLUB DRIVE  
OLDSMAR FL 34677

ACT 91 NOTICE

RE: LOAN 156094  
MAN CODE 4

IMPORTANT: NOTICE OF HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983..PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE THAT WILL PREVENT FORECLOSURE ON YOUR MORTGAGE IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"). YOU MAY BE ELIGIBLE FOR EMERGENCY TEMPORARY ASSISTANCE IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL, YOU HAVE A REASONABLE PROSPECT OF RESUMING YOUR MORTGAGE PAYMENTS, AND IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS AS DETERMINED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY. PLEASE READ ALL OF THIS NOTICE. IT CONTAINS AN EXPLANATION OF YOUR RIGHTS.

UNDER THE ACT, YOU ARE ENTITLED TO A TEMPORARY STAY OF FORECLOSURE ON YOUR MORTGAGE FOR THIRTY (30) DAYS FROM THE DATE OF THIS NOTICE. DURING THAT TIME YOU MUST ARRANGE AND ATTEND A "FACE-TO-FACE" MEETING WITH A REPRESENTATIVE OF THIS LENDER, OR WITH A DESIGNATED CONSUMER CREDIT COUNSELING AGENCY. THE PURPOSE OF THIS MEETING IS TO ATTEMPT TO WORK OUT A REPAYMENT PLAN, OR TO OTHERWISE SETTLE YOUR DELINQUENCY. THIS MEETING MUST OCCUR IN THE NEXT THIRTY (30) DAYS.

IF YOU ATTEND A FACE TO FACE MEETING WITH THIS LENDER, OR WITH A CONSUMER CREDIT COUNSELING AGENCY IDENTIFIED IN THIS NOTICE, NO FURTHER PROCEEDINGS IN MORTGAGE FORECLOSURE MAY TAKE PLACE FOR THIRTY (30) DAYS AFTER THE DATE OF THIS MEETING. THE NAME, ADDRESS AND TELEPHONE NUMBER OF OUR REPRESENTATIVE IS: MR. RONALD F. PASTOR, ASSISTANT VICE PRESIDENT, THREE RIVERS BANK, 500 FIFTH AVENUE, MCKEESPORT, PENNSYLVANIA 15132; TELEPHONE NUMBER (412)664-8750.

THE NAMES AND ADDRESSES OF DESIGNATED CONSUMER CREDIT COUNSELING AGENCIES FOR YOUR COUNTY ARE SHOWN ON THE ATTACHED LIST. IT IS ONLY NECESSARY TO SCHEDULE ONE FACE-TO-FACE MEETING. YOU SHOULD ADVISE THIS LENDER IMMEDIATELY OF YOUR INTENTIONS.

YOUR MORTGAGE IS IN SERIOUS DEFAULT BECAUSE YOU HAVE FAILED TO PAY PROMPTLY INSTALLMENTS OF PRINCIPAL AND INTEREST, AS REQUIRED, FOR A PERIOD OF AT LEAST SIXTY (60) DAYS. THE TOTAL AMOUNT OF DELINQUENCY IS \$ 1,996.65. THAT SUM INCLUDES 3 PAYMENTS DUE, LATE CHARGES IN THE AMOUNT OF \$ 43.14 AND OTHER FEES DUE IN THE AMOUNT OF \$.00.



## STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

IF YOU HAVE TRIED AND ARE UNABLE TO RESOLVE THIS PROBLEM AT OR AFTER YOUR FACE-TO-FACE MEETING, YOU HAVE THE RIGHT TO APPLY FOR FINANCIAL ASSISTANCE FROM THE HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE FUND. IN ORDER TO DO SO, YOU MUST FILL OUT, SIGN AND FILE A COMPLETED HOMEOWNERS' EMERGENCY ASSISTANCE APPLICATION WITH ONE OF THE DESIGNATED CONSUMER CREDIT COUNSELING AGENCIES LISTED ON THIS ATTACHMENT. AN APPLICATION FOR ASSISTANCE MAY ONLY BE OBTAINED FROM A CONSUMER CREDIT COUNSELING AGENCY. THE CONSUMER CREDIT COUNSELING AGENCY WILL ASSIST YOU IN FILLING OUT YOUR APPLICATION AND WILL SUBMIT YOUR COMPLETED APPLICATION TO THE PENNSYLVANIA HOUSING FINANCE AGENCY. YOUR APPLICATION MUST BE FILED OR POST-MARKED WITHIN THIRTY (30) DAYS OF YOUR FACE-TO-FACE MEETING.

IT IS EXTREMELY IMPORTANT THAT YOU FILE YOUR APPLICATION PROMPTLY. IF YOU DO NOT DO SO, OR IF YOU DO NOT FOLLOW THE TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY.

AVAILABLE FUNDS FOR EMERGENCY MORTGAGE ASSISTANCE ARE VERY LIMITED. THEY WILL BE DISBURSED BY THE AGENCY UNDER THE ELIGIBILITY CRITERIA ESTABLISHED BY THE ACT.

IT IS EXTREMELY IMPORTANT THAT YOUR APPLICATION IS ACCURATE AND COMPLETE IN EVERY RESPECT. THE PENNSYLVANIA HOUSING FINANCE AGENCY HAS SIXTY (60) DAYS TO MAKE A DECISION AFTER IT RECEIVES YOUR APPLICATION. DURING THAT ADDITIONAL TIME, NO FORECLOSURE PROCEEDINGS WILL BE PURSUED AGAINST YOU IF YOU HAVE MET THE TIME REQUIREMENTS SET FORTH ABOVE. YOU WILL BE NOTIFIED DIRECTLY BY THAT AGENCY OF ITS DECISION ON YOUR APPLICATION.

THE PENNSYLVANIA HOUSING FINANCE AGENCY IS LOCATED AT 2101 NORTH FRONT STREET, POST OFFICE BOX 8029, HARRISBURG, PENNSYLVANIA 17105. THEIR TELEPHONE NUMBERS ARE (717)730-3800, OR 1-800-342-2397 (TOLL FREE NUMBER). PERSONS WITH IMPAIRED HEARING CAN CALL (717)780-1869.

IN ADDITION, YOU MAY RECEIVE ANOTHER NOTICE FROM THIS LENDER UNDER ACT 6 OF 1974. THAT NOTICE IS CALLED A "NOTICE OF INTENTION TO FORECLOSE." YOU MUST READ BOTH NOTICES, SINCE THEY BOTH EXPLAIN RIGHTS THAT YOU NOW HAVE UNDER PENNSYLVANIA LAW. HOWEVER, IF YOU CHOOSE TO EXERCISE YOUR RIGHTS DESCRIBED IN THIS NOTICE, YOU CANNOT BE FORECLOSED UPON WHILE YOU ARE RECEIVING THAT ASSISTANCE.

VERY TRULY YOURS,  
STANDARD MORTGAGE CORPORATION OF GEORGIA, SERVICING AGENT FOR  
THREE RIVERS BANK SUCCESSOR BY MERGER TO COMMUNITY SAVINGS BANK  
(404)843-7590 OR (800)486-1841 (TOLL-FREE)

## CLEARFIELD COUNTY

Keystone Economic Development  
Corporation

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

Indiana County Community Action  
Program

827 Water Street, Box 187  
Indiana, PA 15701

(412) 465-2657

FAX # (412) 465-5118

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.

500-02 3rd Avenue  
Post Office Box 278  
Duncansville, PA  
(814) 696-3546

## CLINTON COUNTY

Lycoming-Clinton Counties  
Commission For Community  
Action (STEP)

2138 Lincoln Street  
P. O. Box 1328  
Williamsport, PA 17703  
(717) 326-0587  
FAX # (717) 322-2197

## COLUMBIA COUNTY

Consumer Credit Counseling Service  
of Northeastern Pennsylvania

Human Services Building  
541 Wyoming Avenue  
Box 168  
Scranton, PA 18501  
(717) 342-1072 or 1-800-922-9537  
FAX # (717) 342-8040

31 W. Market Street  
Wilkes-Barre, PA 18702  
(717) 821-0837 or 1(800) 922-9537  
FAX # (717) 821-1785

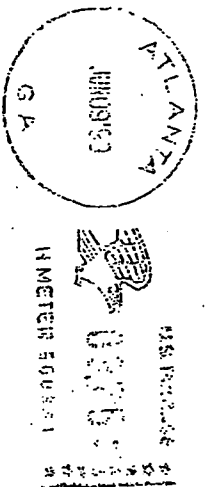
Commission on Economics Opportunity  
of Luzerne County

211-213 South Main Street  
Wilkes-Barre, PA 18701  
(717) 826-0510 or 1(800) 822-0359  
FAX # (717) 829-1665—  
Call before faxing  
(717) 455-4994 Hazelton  
FAX # (717) 455-5631—  
Call before faxing  
(717) 836-4090 Tunkhannock

**STANDARD MORTGAGE CORP. OF GA.**  
**5775-D PEACHTREE-DUNWOODY RD.**  
**SUITE 100**  
**ATLANTA, GEORGIA 30342**

Indicate type of mail:  
☒ Registered  
☐ Return Receipt for Merchandise  
☐ Insured  
☐ Int'l Recorded Del.  
☐ Express Mail  
☐ Registered Mail  
☐ With Postal Insurance  
☐ Without Postal Insurance  
☐ Act. Value (if Regs.)

Attach stamp here if 1st certificate of mail, additional copy, Postmark and (Rate C.)



Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Regs.)
1	Brent A Meekle Nicky L. Meekle 41 Fairway North Indian Lake PA 15426				
2	Brent A Meekle Nicky L. Meekle 46 N Fairway Central City PA 15926				
3	Marle A Pismang Holly A Pismang Lot 394 Calabash St Dubois PA 15801				
4	Marle A Pismang Holly A Pismang 34677				
5	David A Nitkas Kimberly L. Nitkas 412 North Fourth St Clifton PA 15025				
6	David C Pitt Sharon L. Pitt 1967 N Becker St Pittsburgh PA 15212				
7	Charles C Leve Jr Kimberly A Krueh 3407 Chestnut Ave, Berrysboro PA 15714				
8	Garry D. Kerkish Deborah A Kerkish 2588 New Germany Rd Ephensburg PA 15931				
9	Elizabeth L. Benson Sharon James Benson 701-703 Coleman Ave, Johnstown PA 15902				
10	Wayne A Winkler 6243 1/2 Street Pittsburgh PA 15201				
11	Ronald Hornyalik Patricia A Hornyalik 146 Post Hr West Mifflin PA 15122				
12	Doni A Anderson Pittsburgh PA 15214				
13	Arvid B. Peterson Johnstown PA 15906				
14	Barbara S. Little Johnstown PA 15905				
15	Elizabeth Benson Sharon James Benson P.O. Box 518, Holliston MA 01903				
Total Number of Pieces Sent by Sender 15		Total Number of Pieces Received at Post Office 15	Postmaster, For (Name of Receiving Employee)		

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R500, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.



# STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

JUNE 04, 1999

HOLLY A DISMANG  
814 E. LAKE CLUB DRIVE  
OLDSMAR FL 34677

RE: LOAN 156094  
MAN CODE 4

## NOTICE OF INTENTION TO FORECLOSE MORTGAGE

THE MORTGAGE SERVICED BY STANDARD MORTGAGE ON YOUR PROPERTY LOCATED AT LOT394 CALABASH STREET, DUBOIS PA 15801 IS IN SERIOUS DEFAULT BECAUSE YOU HAVE NOT MADE PAYMENTS AS REQUIRED. THE REQUIRED MONTHLY PAYMENT OF \$ 651.17 WAS NOT MADE BY YOU FOR 3 PAYMENTS. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN PAYMENTS, AS OF THE DATE OF THIS LETTER, IS \$ 1,996.65, INCLUDING ANY OUTSTANDING LATE CHARGES AND PROPERTY INSPECTIONS ACCRUED TO THIS DATE.

YOU MAY CURE THIS DEFAULT WITHIN THIRTY (30) DAYS OF THE DATE OF THIS LETTER, BY PAYING TO US THE AMOUNT OF \$ 1,996.65, PLUS ANY ADDITIONAL MONTHLY PAYMENTS AND LATE CHARGES WHICH MAY FALL DUE DURING THIS PERIOD. SUCH PAYMENT MUST BE MADE EITHER BY CASH, CASHIERS CHECK, CERTIFIED CHECK OR MONEY ORDER, AND MADE PAYABLE TO STANDARD MORTGAGE CORPORATION, AND DELIVERED OR MAILED TO OUR OFFICE AT 5775-D PEACHTREE DUNWOODY ROAD, SUITE 100, ATLANTA, GEORGIA 30342.

IF YOU DO NOT CURE THE DEFAULT WITHIN THIRTY (30) DAYS, WE INTEND TO EXERCISE OUR RIGHT TO ACCELERATE THE MORTGAGE PAYMENTS. THIS MEANS THAT WHATEVER IS OWING ON THE ORIGINAL AMOUNT BORROWED WILL BE CONSIDERED DUE IMMEDIATELY AND YOU MAY LOSE THE CHANCE TO PAY OFF THE ORIGINAL MORTGAGE IN MONTHLY INSTALLMENTS. IF FULL PAYMENT OF THE AMOUNT OF DEFAULT IS NOT MADE WITHIN THIRTY (30) DAYS, WE ALSO INTEND TO INSTRUCT OUR ATTORNEYS TO START A LAWSUIT TO FORECLOSE YOUR MORTGAGED PROPERTY. IF THE MORTGAGE IS FORECLOSED, YOUR MORTGAGED PROPERTY WILL BE SOLD BY THE SHERIFF TO PAY OFF THE MORTGAGE DEBT. IF WE REFER YOUR CASE TO OUR ATTORNEYS, BUT YOU CURE THE DEFAULT BEFORE THEY BEGIN LEGAL PROCEEDINGS AGAINST YOU, YOU WILL STILL HAVE TO PAY THE REASONABLE ATTORNEY'S FEES, ACTUALLY INCURRED, UP TO \$50.00. HOWEVER, IF LEGAL PROCEEDINGS ARE STARTED AGAINST YOU, YOU WILL HAVE TO PAY THE REASONABLE ATTORNEY'S FEES EVEN IF THEY ARE OVER \$50.00. ANY ATTORNEY'S FEES WILL BE ADDED TO WHAT-EVER YOU OWE US, WHICH MAY ALSO INCLUDE OUR REASONABLE COSTS. IF YOU CURE THE DEFAULT WITHIN THE THIRTY-DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.



STANDARD MORTGAGE CORPORATION  
5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

IF YOU HAVE NOT CURED THE DEFAULT WITHIN THE THIRTY-DAY PERIOD AND FORECLOSURE HAS BEGUN, YOU STILL HAVE THE RIGHT TO CURE THE DEFAULT AND PREVENT THE SALE AT ANY TIME UP TO ONE (1) HOUR BEFORE THE SHERIFF'S FORECLOSURE SALE. YOU MAY DO SO BY PAYING THE TOTAL AMOUNT OF THE UNPAID MONTHLY PAYMENTS PLUS ANY REASONABLE OTHER CHARGES THEN DUE, AS WELL AS THE REASONABLE ATTORNEY'S FEES AND COSTS CONNECTED WITH THE SHERIFF'S SALE AND PERFORM ANY OTHER REQUIREMENTS UNDER THE MORTGAGE. IT IS ESTIMATED THAT THE EARLIEST DATE THAT SUCH A SHERIFF SALE COULD BE HELD WOULD BE APPROXIMATELY 120 TO 190 DAYS FROM THE DATE OF THIS LETTER. A NOTICE OF THE DATE OF THE SHERIFF SALE WILL BE SENT TO YOU BEFORE THE SALE DATE. OF COURSE, THE AMOUNT NEEDED TO CURE THE DEFAULT WILL INCREASE THE LONGER YOU WAIT. YOU MAY FIND OUT AT ANY TIME EXACTLY WHAT THE REQUIRED PAYMENT WILL BE BY CALLING OUR OFFICE AT (404)843-0020 OR (800)486-1841. THIS PAYMENT MUST BE IN CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER AND MADE PAYABLE TO US AS REFERENCED EARLIER.

YOU SHOULD REALIZE THAT A SHERIFF'S SALE WILL END YOUR OWNERSHIP OF THE HOME AND THE RIGHT TO REMAIN IN IT. IF YOU CONTINUE TO LIVE IN THE PROPERTY AFTER THE SHERIFF'S SALE, A LAWSUIT COULD BE STARTED TO EVICT YOU.

YOU HAVE ADDITIONAL RIGHTS TO HELP PROTECT YOUR INTEREST IN THE PROPERTY. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. YOU HAVE THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDINGS THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION OR FORECLOSURE.

IF YOU CURE THE DEFAULT, THE MORTGAGE WILL BE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED. HOWEVER, YOU ARE NOT ENTITLED TO THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALENDAR YEAR.

VERY TRULY YOURS,

STANDARD MORTGAGE CORPORATION OF GEORGIA, SERVICING AGENT FOR  
THREE RIVERS BANK SUCCESSOR BY MERGER TO COMMUNITY SAVINGS BANK  
1-800-486-1841  
404-843-7590



STANDARD MORTGAGE CORP. OF GA.  
5775-D PEACHTREE-DUNWOODY RD.  
SUITE 100  
ATLANTA, GEORGIA 30342

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☒ Certified  
☐ Return Receipt for Merchandise  
☐ Int'l. Recorded Del.  
☐ Express Mail

Check appropriate block for Registered Mail:  
☐ With Postal Insurance  
☐ Without Postal Insurance

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge (if Reg.)	Act. Value	Insured Value
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1	Z 423070867	Brent A. Mecke 196 N Fairway, Central City, PA 15926					
2	Z 423070868	David C. Pitt 1967 N Becker St., Pittsburgh PA 15212					
3	Z 423070866	Vicky L. Mecke 96 N Fairway, Central City PA 15926					
4	Z 423070863	Charles E. Kavel Jr 2407 Chestnut Ave, Barnesboro, PA 15714					
5	Z 423070862	Kimberly A. Krueger 2407 Chestnut Ave, Barnesboro, PA 15714					
6	Z 423070871	Vicky L. Mecke 41 Fairway North, Indian Lake PA 15926					
7	Z 423070870	Brent A. Mecke 41 Fairway North, Indian Lake PA 15926					
8	Z 423070861	Kimberly L. Niklas 412 North Fourth St, Clinton, PA 15026					
9	Z 423070860	David A. Niklas 412 North Fourth St, Clinton, PA 15026					
10	Z 423070864	Holly A. Dismang 814 E Lake Club Drive, Oldsmar, FL 34677					
11	Z 423070865	Marie A. Dismang 814 E Lake Club Drive, Oldsmar, FL 34677					
12	Z 423070869	Sharon J. Pitt 1967 N Becker St., Pittsburgh PA 15212					
13	Z 481990161	Deborah A. Kerekish 2568 New Germany Rd., Ebensburg PA 15931					
14	Z 423070442	George D. Kerekish 2568 New Germany Rd., Ebensburg PA 15931					
15	Z 423071041	Elizabeth L. Benson P.O. Box 518, 10500 PA 15935					

Total Number of Places  
Total Number of Places  
Received at Post Office  
Postmaster, Per (Name of Receiving Employee)

15  
15  
Post

Form 3877, February 1994

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

ATLANTA  
JUN 09 1999  
U.S. POSTAGE  
METER 566241

GLENRIDGE BRANCH  
JUN 09 1999  
USPS 30342-8889

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

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

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

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Holly A. Dismang  
814 E. Lake Club Dr.  
Oldsmar, FL 34677

4a. Article Number

Z 423 010 864

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

6-15-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X Holly Dismang

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

1/8 PA Net 6  
LTR Sent 156094

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

Thank you for using Return Receipt Service.

Is your RETURN ADDRESS completed on the reverse side?

**SENDER:**

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

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

1. ☐ Addressee's Address

2. ☐ Restricted Delivery

Consult postmaster for fee.

3. Article Addressed to:

Mark A Dismang  
814 E Lake Club Dr.  
Oldsmar, FL 34677

4a. Article Number

Z 423 010 865

4b. Service Type

☐ Registered ☒ Certified

☐ Express Mail ☐ Insured

☐ Return Receipt for Merchandise ☐ COD

7. Date of Delivery

6-15-99

5. Received By: (Print Name)

6. Signature: (Addressee or Agent)

X Holly Dismang

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

1/8 PA Net 6  
LTR Sent 156094

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

Thank you for using Return Receipt Service.

COPY

CERTIFIED TRUE AND CORRECT  
COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs.

*Plaintiff,*

MARK A. DISMANG and HOLLY A. DISMANG,

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Terre Tenant.*

I hereby certify that plaintiff's precise place of  
business is:

500 Fifth Avenue  
McKeesport, PA 15132

I hereby certify that defendants' last known  
address is:

Mark A. Dismang & Holly A. Dismang  
814 East Lake Club Drive  
Oldsmar, Florida 34677

I hereby certify that terre tenant's last known  
address is:

William D. Feronti, Sr.  
415 Short Street  
Johnsonburg, PA 15845

I further hereby certify that the subject  
property involved herein is located in the:

**SANDY TOWNSHIP**  
**Clearfield County, PA**

James Georgalas, Attorney for plaintiff

CIVIL DIVISION

No.

00-1517-CD

Issue No.

**COMPLAINT IN CIVIL  
ACTION - MORTGAGE  
FORECLOSURE**

Code ..... - Mtg. Foreclosure

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

No. 06-1517-CD

TO: **MARK A. DISMANG & HOLLY A. DISMANG**, Defendants  
**WILLIAM D. FERONTI, SR.**, married, Terre Tenant

**NOTICE TO DEFEND**

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in this 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 OR KNOW A LAWYER, THEN YOU SHOULD GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:**

**COURT ADMINISTRATOR**  
Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830

**Telephone: [814] 765-2641**

**COMPLAINT IN CIVIL ACTION  
- MORTGAGE FORECLOSURE**

1. Plaintiff is Three Rivers Bank and Trust Company, successor to Community Savings Bank, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office in the Municipality of Monroeville, County of Allegheny and Commonwealth of Pennsylvania.

2. The defendants are Mark A. Dismang and Holly A. Dismang, and terre tenant William D. Feronti, Sr., married, who are the owners of the property more particularly described in Exhibit A, which is attached hereto and incorporated by reference herein. The last known address of defendants Mark A. Dismang and Holly A. Dismang is 814 East Lake Club Drive, Oldsmar, Florida 34677. The last known address of terre tenant William D. Feronti, Sr., married, is 415 Short Street, Johnsonburg, 15845.

3. Mark A. Dismang and Holly A. Dismang, on September 12, 1996, made, executed and delivered unto Community Savings Bank (predecessor to Three Rivers Bank and Trust Company), the subject Mortgage and accompanying Mortgage Note in the principal sum of \$61,700.00, secured upon property described in Exhibit A referred to above, which mortgage is recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Mortgage Book Volume 1787, page 356, true and correct copies of said

mortgage and mortgage note are attached hereto, made part hereof by reference thereto and marked Exhibits B and C, respectively.

4. The property subject to the mortgage set forth under paragraph 3 hereof is described in Exhibit A attached hereto, which is made a part hereof by reference thereto. It is the same property which Daniel R. Hawbaker and Grace S. Hawbaker, husband and wife, by their deed dated September 10, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1787, page 352, granted and conveyed unto Mark A. Dismang and Holly A. Dismang, husband and wife, being the defendants herein.

5. An Installment Land Contract dated September 15, 1998, was executed between Mark A. Dismang and Holly A. Dismang, husband and wife, and William D. Feronti, Sr., married, and said contract was recorded October 1, 1998, in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1973, page 97. William D. Feronti, Sr., married, who is the vendee under the subject installment land contract, may have an interest in the subject property, and plaintiff has therefore joined him as a terre tenant to this action.

6. Defendants and terre tenant have defaulted under the terms of the said mortgage and note by failing to pay the monthly payments reserved and other sums due under the mortgage hereinabove set forth for a period of more than thirty (30) days, and although repeated demands have been made by plaintiff of said defendants and terre tenant for said payments, said defendants and terre tenant has failed to pay the same or any part thereof, and said defaults are still persisted in by said defendants and terre tenant.

7. Because of the default by defendants and terre tenant in said monthly payments as aforesaid, the entire principal debt, together with interest, costs and other charges due thereon, and an attorney's commission of five percent (5%) have become due and payable forthwith.

8. The following is a statement of the amount due from defendants and terre tenant to plaintiff under said mortgage as of December 1, 2000:

Principal balance	\$60,248.94
Interest through November 30, 2000	7,920.23
Escrow deficiency	4,638.76
Other items (property inspections, sat. fees, etc.)	300.50
Late charges	<u>431.40</u>
Subtotal	\$73,539.83
Attorney's commission	<u>3,677.00</u>
<b>TOTAL DUE</b>	<b><u>\$77,216.83</u></b>

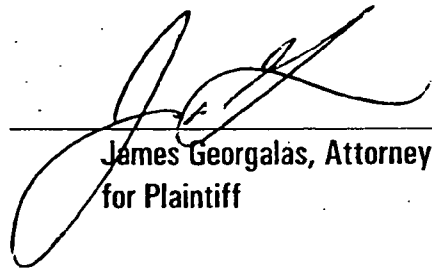
9. Plaintiff, on June 9, 1999, mailed, by United States first-class mail, to defendants at their last known address, 814 East Lake Club Drive, Oldsmar, Florida 34677, and also to the subject property, Lot 394, Calabash Street, Dubois, PA 15801, separate Notices of Homeowners' Emergency Mortgage Assistance Act of 1983, which notices were given in accordance with the Act of the General Assembly of the Commonwealth of Pennsylvania known as Act No. 91 of 1983. A copy of said notice, together with copies of the proofs of mailing are attached hereto, made a part hereof and marked as Exhibit D. Defendants have not applied for assistance. Therefore, plaintiff has complied with all requirements of said Act.

10. The requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania of January 30, 1974, known as Act No. 6, 41 P.S. § 403, 1974, Jan. 30, P.L. 13, No. 6, are not applicable to this action for the reason that the subject mortgage is in excess of \$50,000.00. Nevertheless, in any event, in conformity with said Act No. 6, plaintiff, on June 9, 1999, mailed by certified mail, return receipt requested, to defendants at their last known address, 814 East Lake Club Drive, Oldsmar, Florida 34677, and also to the subject property, Lot 394, Calabash Street, Dubois, PA 15801, separate Notices of Intention to Foreclose Mortgage, which notices were given in accordance with the requirements of the Act of the General Assembly of the Commonwealth of Pennsylvania of January 30, 1974, known as Act No. 6. A copy of said notice is attached hereto, made part hereof and marked as Exhibit E. The notices sent to defendants were accepted by defendants on June 15, 1999, as reflected by the copy of the return receipts attached hereto, made part hereof and marked as Exhibit F.



11. Plaintiff has performed all necessary conditions precedent in regard to this action.

**WHEREFORE**, plaintiff demands judgment in the sum of **\$77,216.83**, with interest thereon from December 1, 2000, at the rate of interest provided for in the subject adjustable rate mortgage note, together with all other costs, sums and charges which may accrue under said mortgage.



James Georgalas, Attorney  
for Plaintiff

**COMMONWEALTH OF PENNSYLVANIA**

)

) SS.

)

Before me, the undersigned authority, personally appeared **FRED GEISLER**,

who, being duly sworn according to law, deposes and says that he is Vice President of


**THREE RIVERS BANK AND TRUST COMPANY, successor to Community Savings**

**Bank, successor to Community Savings Association, the within plaintiff; that he is**

authorized to make this affidavit on its behalf; that the facts set forth in the foregoing

pleading of which he has personal knowledge are true and correct; and those facts which

are based on information received from others, he believes to be true and correct.

  
Fred Geisler

**Fred Geisler**

Sworn to and subscribed before me, a notary public, on

this 8<sup>th</sup> day of December 2000. ~~19~~

**My commission expires:**

Christine J. K. K. K. K.  
Notary Public

**Notary Public**

**Notarial Seal**  
Christine Garber, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 22, 2001.

Member, Pennsylvania Association of Notaries

## **EXHIBIT A**

**ALL** that certain tract of land designated as Lot No. 394, Section 25, in the "Treasure Lake Subdivision", situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, and recorded in the Recorder's Office of Clearfield County, PA, in Misc. Docket Map File No. 25.

**HAVING** erected thereon a dwelling known as Lot 394, Section 25, Calabash Street k/a 694 Treasure Lake, DuBois, PA 15801.

**BEING** designated as **TAX MAP #: 128-D02-025-000394-00-21.**

**EXCEPTING AND RESERVING** therefrom and also **UNDER AND SUBJECT TO** the following:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against the owners for the use and/or maintenance of these facilities, which if unpaid, shall become a lien upon the land and be an encumbrance against it.

**BEING** the same property which Daniel R. Hawbaker and Grace S. Hawbaker, husband and wife, by their deed dated September 10, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1787, page 352, granted and conveyed unto Mark A. Dismang and Holly A. Dismang, husband and wife, being the defendants herein.

**SEE ALSO DEED BOOK VOLUME 1973**, page 97, which sets forth a conveyance from Mark A. Dismang and Holly A. Dismang, husband and wife, of the above property, to William D. Feronti, Sr., married, being the terre tenant named herein.

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Number

Page

Recorded

Mortgage

Vol.

From

MARK A. DISMANG and  
HOLLY A. DISMANG,  
husband and wife

To

COMMUNITY SAVINGS BANK

Amount \$ 61,700.00

Premises Lot 394, Section 25, Treasure  
Lake, DuBois, PA 15801

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 12, 1996. The mortgagor is Mark A. Dismang and Holly A. Dismang ("Borrower"). This Security Instrument is given to Community Savings Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2681 Moss Side Boulevard, Monroeville, PA 15146-3394 ("Lender"). Borrower owes Lender the principal sum of Sixty-one Thousand Seven Hundred and 00/100 Dollars (U.S. \$ 61,700.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"); which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2026. 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:

ALL that certain tract of land designated as Lot No. 394, Section No. 25, in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against Grantees for the use and/or maintenance of these facilities, which if unpaid, shall become a lien upon the land and be an encumbrance against it.

Lot 394, Section 25  
which has the address of Calabash Street, Treasure Lake, DuBois, Pennsylvania 15801 ("Property Address");  
(Zip Code) (City)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEING the same premises conveyed to the Mortgagors herein by deed dated September 10, 1996, which deed is being recorded contemporaneously herewith.

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



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

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 2:46pm 9-12-96  
BY Belinda K. Kuntz  
FEES 19.00  
Karen L. Starck, Recorder

VOL 1787 PAGE 358 ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 12th day of September, 19 96, 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 Adjustable Rate Note (the "Note") to Community Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Lot 394, Section 24, Calabash Street, Treasure Lake, DuBois, PA 15801  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. IF THE INTEREST RATE INCREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE HIGHER. IF THE INTEREST RATE DECREASES, THE BORROWER'S MONTHLY PAYMENTS WILL BE LOWER.

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 7.50%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of October, 19 2001, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:  
(Check one box to indicate Index.)

- ☒ (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of five (5) years, as made available by the Federal Reserve Board.  
☐ (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.  
☐ (iii) \_\_\_\_\_

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding two and three quarters percentage points (2.75%) to the Current Index.

(Check one box to indicate whether the new interest rate will or will not be rounded to the next highest 1/8 of 1% (0.125%.)

☐ (i) The sum, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

☒ (ii) The Note Holder will then round the result of this addition to the next highest one-eighth of one percent (0.125%). This rounded amount, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

(Check appropriate boxes to indicate whether there are any maximum limits on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

☐ (iii) There are no maximum limits on any changes in the interest rate at any Change Date.

☒ (iv) The interest rate cannot be changed on any single Change Date by more than two (2) percentage points from the rate of interest I have been paying for the preceding sixty (60) months.

☒ (v) The interest rate cannot increase to more than 13.50 percentage points at any time during the loan term.

☒ (vi) The interest rate cannot decrease to less than 7.50 percentage points at any time during the loan term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(E) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

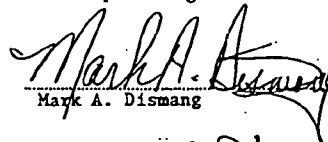
Uniform covenant 17 of the Security Instrument is amended to read as follows:

**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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

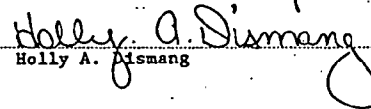
To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
Mark A. Dismang

(Seal)  
Borrower

  
Holly A. Dismang

(Seal)  
Borrower



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be

1787 362  
address of the Lender, and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

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

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

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

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

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

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

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

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

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

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Graduated Payment Rider

☐ Planned Unit Development Rider

☐ Biweekly Payment Rider

☐ Balloon Rider

☐ Rate Improvement Rider

☐ Second Home Rider

☐ Other(s) [specify]

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

Witnesses:

*Lisa Gail Anderson*

*Mark A. Dismang* (Seal)  
Mark A. Dismang  
—Borrower

*as to both*

*Holly A. Dismang* (Seal)  
Holly A. Dismang  
—Borrower

COMMONWEALTH OF PENNSYLVANIA,

Clearfield

County ss:

On this, the 12th day of September, 1996,

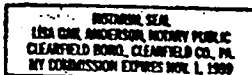
the undersigned officer, personally appeared Mark A. Dismang and

Holly A. Dismang

known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes herein contained.

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

My Commission expires:



*Lisa Gail Anderson*  
notary public  
Title of Officer

I certify that the precise place of business of the within named Mortgagee is Community Savings Bank, 2681 Moss Side Boulevard, Montroseville, PA 15146-3394.

Kimberly K. Kubista, Attorney at Law

RECORDED in the Office for Recording of Deeds in and for  
in Mortgage Book No. Page &c.  
Date Recorder

# ADJUSTABLE RATE NOTE

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. IF MY INTEREST RATE INCREASES, MY MONTHLY PAYMENTS WILL BE HIGHER. IF MY INTEREST RATE DECREASES, MY MONTHLY PAYMENTS WILL BE LOWER.

September 12, 19 96

Clearfield  
(City)

Pennsylvania  
(State)

(Lot 394, Section 25) Calabash Street, Treasure Lake, DuBois, PA 15801  
(Property Address)

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 61,700.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Community Savings Bank

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.50 %. The interest rate I will pay will change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

## 3. PAYMENTS

### (A) Time and Place of Payments

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

I will make my monthly payments on the first day of each month beginning on November 1, 19 96. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on October 1, 2026, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 2681 Moss Side Blvd., Monroeville, PA 15146 or at a different place if required by the Note Holder.

### (B) Amount of My Initial Monthly Payments

Each of my initial monthly payments will be in the amount of U.S. \$ 431.42. This amount may change.

### (C) Monthly Payment Changes

Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

## 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

### (A) Change Dates

The interest rate I will pay may change on the first day of October 19 99, and on that day every 60th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the:

(Check one box to indicate Index.)

- ☒\* (i) Weekly average yield on United States Treasury securities adjusted to a constant maturity of five (5) years, as made available by the Federal Reserve Board.
- ☐\* (ii) "Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders" published by the Federal Home Loan Bank Board.
- ☐\* (iii) \_\_\_\_\_

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index which is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding 2.75 percentage points ( 2.75 %) to the Current Index.

(Check one box to indicate whether the new interest rate will or will not be rounded to the next highest 1/8 of 1% (0.125%.)

☐ (i) The sum, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

☒ (ii) The Note Holder will then round the result of this addition to the next highest one-eighth of one percent (0.125%). This rounded amount, subject to the provisions set forth in section (C) (iii), (C) (iv), (C) (v), and (C) (vi) will be my new interest rate until the next change date.

(Check appropriate boxes to indicate whether there are any maximum limits on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.)

☐ (iii) There are no maximum limits on any changes in the interest rate at any Change Date.

☒ (iv) The interest rate cannot be changed on any single Change Date by more than two (2) percentage points from the rate of interest I have been paying for the preceding sixty (60) months.

☒ (v) The interest rate cannot increase to more than 13.50 percent at any time during the loan term.

☒ (vi) The interest rate cannot decrease to less than 7.50 percent at any time during the loan term.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(E) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**5. 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 dates of my monthly payments unless the Note Holder agrees in writing to those changes. My partial prepayment will reduce the amount of my monthly payments after the first Change Date following my partial prepayment. However, any reduction due to my partial prepayment may be offset by an interest rate increase.

## 6. LOAN CHARGES

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

## 7. BORROWER'S FAILURE TO PAY AS REQUIRED

### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

### (B) Default

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

### (C) Notice of Default

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

### (D) No Waiver by Note Holder

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

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

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

## 8. 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.

## 9. 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.

## 10. 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.

## 11. UNIFORM SECURED NOTE

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

**Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

Shirley Gail Anderson  
Witness

as to both  
Witness

\_\_\_\_\_  
Witness

Mark A. Dismang (Seal)  
Mark A. Dismang  
Borrower

Holly A. Dismang (Seal)  
Holly A. Dismang  
Borrower

\_\_\_\_\_  
Borrower  
(Sign Original Only)

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

**THE COMMONWEALTH OF PENNSYLVANIA'S  
HOMEOWNER'S EMERGENCY MORTGAGE  
ASSISTANCE PROGRAM**

**MAY BE ABLE TO HELP YOU.  
READ THE FOLLOWING NOTICE TO FIND OUT  
HOW THE PROGRAM WORKS.**

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

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



MORTGAGE  
BANKERS

# STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

JUNE 04, 1999

MARK A DISMANG  
HOLLY A DISMANG  
814 E. LAKE CLUB DRIVE  
OLDSMAR FL 34677

ACT 91 NOTICE

RE: LOAN 156094  
MAN CODE 4

IMPORTANT: NOTICE OF HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983..PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS.

YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE THAT WILL PREVENT FORECLOSURE ON YOUR MORTGAGE IF YOU COMPLY WITH THE PROVISIONS OF THE HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983 (THE "ACT"). YOU MAY BE ELIGIBLE FOR EMERGENCY TEMPORARY ASSISTANCE IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL, YOU HAVE A REASONABLE PROSPECT OF RESUMING YOUR MORTGAGE PAYMENTS, AND IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS AS DETERMINED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY. PLEASE READ ALL OF THIS NOTICE. IT CONTAINS AN EXPLANATION OF YOUR RIGHTS.

UNDER THE ACT, YOU ARE ENTITLED TO A TEMPORARY STAY OF FORECLOSURE ON YOUR MORTGAGE FOR THIRTY (30) DAYS FROM THE DATE OF THIS NOTICE. DURING THAT TIME YOU MUST ARRANGE AND ATTEND A "FACE-TO-FACE" MEETING WITH A REPRESENTATIVE OF THIS LENDER, OR WITH A DESIGNATED CONSUMER CREDIT COUNSELING AGENCY. THE PURPOSE OF THIS MEETING IS TO ATTEMPT TO WORK OUT A REPAYMENT PLAN, OR TO OTHERWISE SETTLE YOUR DELINQUENCY. THIS MEETING MUST OCCUR IN THE NEXT THIRTY (30) DAYS.

IF YOU ATTEND A FACE TO FACE MEETING WITH THIS LENDER, OR WITH A CONSUMER CREDIT COUNSELING AGENCY IDENTIFIED IN THIS NOTICE, NO FURTHER PROCEEDINGS IN MORTGAGE FORECLOSURE MAY TAKE PLACE FOR THIRTY (30) DAYS AFTER THE DATE OF THIS MEETING. THE NAME, ADDRESS AND TELEPHONE NUMBER OF OUR REPRESENTATIVE IS: MR. RONALD F. PASTOR, ASSISTANT VICE PRESIDENT, THREE RIVERS BANK, 500 FIFTH AVENUE, MCKEESPORT, PENNSYLVANIA 15132; TELEPHONE NUMBER (412)664-8750.

THE NAMES AND ADDRESSES OF DESIGNATED CONSUMER CREDIT COUNSELING AGENCIES FOR YOUR COUNTY ARE SHOWN ON THE ATTACHED LIST. IT IS ONLY NECESSARY TO SCHEDULE ONE FACE-TO-FACE MEETING. YOU SHOULD ADVISE THIS LENDER IMMEDIATELY OF YOUR INTENTIONS.

YOUR MORTGAGE IS IN SERIOUS DEFAULT BECAUSE YOU HAVE FAILED TO PAY PROMPTLY INSTALLMENTS OF PRINCIPAL AND INTEREST, AS REQUIRED, FOR A PERIOD OF AT LEAST SIXTY (60) DAYS. THE TOTAL AMOUNT OF DELINQUENCY IS \$ 1,996.65. THAT SUM INCLUDES 3 PAYMENTS DUE, LATE CHARGES IN THE AMOUNT OF \$ 43.14 AND OTHER FEES DUE IN THE AMOUNT OF \$.00.





## STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

IF YOU HAVE TRIED AND ARE UNABLE TO RESOLVE THIS PROBLEM AT OR AFTER YOUR FACE-TO-FACE MEETING, YOU HAVE THE RIGHT TO APPLY FOR FINANCIAL ASSISTANCE FROM THE HOMEOWNERS' EMERGENCY MORTGAGE ASSISTANCE FUND. IN ORDER TO DO SO, YOU MUST FILL OUT, SIGN AND FILE A COMPLETED HOMEOWNERS' EMERGENCY ASSISTANCE APPLICATION WITH ONE OF THE DESIGNATED CONSUMER CREDIT COUNSELING AGENCIES LISTED ON THIS ATTACHMENT. AN APPLICATION FOR ASSISTANCE MAY ONLY BE OBTAINED FROM A CONSUMER CREDIT COUNSELING AGENCY. THE CONSUMER CREDIT COUNSELING AGENCY WILL ASSIST YOU IN FILLING OUT YOUR APPLICATION AND WILL SUBMIT YOUR COMPLETED APPLICATION TO THE PENNSYLVANIA HOUSING FINANCE AGENCY. YOUR APPLICATION MUST BE FILED OR POST-MARKED WITHIN THIRTY (30) DAYS OF YOUR FACE-TO-FACE MEETING.

IT IS EXTREMELY IMPORTANT THAT YOU FILE YOUR APPLICATION PROMPTLY. IF YOU DO NOT DO SO, OR IF YOU DO NOT FOLLOW THE TIME PERIODS SET FORTH IN THIS LETTER, FORECLOSURE MAY PROCEED AGAINST YOUR HOME IMMEDIATELY.

AVAILABLE FUNDS FOR EMERGENCY MORTGAGE ASSISTANCE ARE VERY LIMITED. THEY WILL BE DISBURSED BY THE AGENCY UNDER THE ELIGIBILITY CRITERIA ESTABLISHED BY THE ACT.

IT IS EXTREMELY IMPORTANT THAT YOUR APPLICATION IS ACCURATE AND COMPLETE IN EVERY RESPECT. THE PENNSYLVANIA HOUSING FINANCE AGENCY HAS SIXTY (60) DAYS TO MAKE A DECISION AFTER IT RECEIVES YOUR APPLICATION. DURING THAT ADDITIONAL TIME, NO FORECLOSURE PROCEEDINGS WILL BE PURSUED AGAINST YOU IF YOU HAVE MET THE TIME REQUIREMENTS SET FORTH ABOVE. YOU WILL BE NOTIFIED DIRECTLY BY THAT AGENCY OF ITS DECISION ON YOUR APPLICATION.

THE PENNSYLVANIA HOUSING FINANCE AGENCY IS LOCATED AT 2101 NORTH FRONT STREET, POST OFFICE BOX 8029, HARRISBURG, PENNSYLVANIA 17105. THEIR TELEPHONE NUMBERS ARE (717)730-3800, OR 1-800-342-2397 (TOLL FREE NUMBER). PERSONS WITH IMPAIRED HEARING CAN CALL (717)780-1869.

IN ADDITION, YOU MAY RECEIVE ANOTHER NOTICE FROM THIS LENDER UNDER ACT 6 OF 1974. THAT NOTICE IS CALLED A "NOTICE OF INTENTION TO FORECLOSE." YOU MUST READ BOTH NOTICES, SINCE THEY BOTH EXPLAIN RIGHTS THAT YOU NOW HAVE UNDER PENNSYLVANIA LAW. HOWEVER, IF YOU CHOOSE TO EXERCISE YOUR RIGHTS DESCRIBED IN THIS NOTICE, YOU CANNOT BE FORECLOSED UPON WHILE YOU ARE RECEIVING THAT ASSISTANCE.

VERY TRULY YOURS,  
STANDARD MORTGAGE CORPORATION OF GEORGIA, SERVICING AGENT FOR  
THREE RIVERS BANK SUCCESSOR BY MERGER TO COMMUNITY SAVINGS BANK  
(404)843-7590 OR-(800)486-1841 (TOLL-FREE)

## CLEARFIELD COUNTY

Keystone Economic Development  
Corporation

1954 Mary Grace Lane  
Johnstown, PA 15901

(814) 535-6556

FAX # (814) 539-1688

Indiana County Community Action  
Program

827 Water Street, Box 187  
Indiana, PA 15701

(412) 465-2657

FAX # (412) 465-5118

Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.

500-02 3rd Avenue

Post Office Box 278

Duncansville, PA

(814) 696-3546

## CLINTON COUNTY

Lycoming-Clinton Counties  
Commission For Community  
Action (STEP)

2138 Lincoln Street

P. O. Box 1328

Williamsport, PA 17703

(717) 326-0587

FAX # (717) 322-2197

## COLUMBIA COUNTY

Consumer Credit Counseling Service  
of Northeastern Pennsylvania

Human Services Building

541 Wyoming Avenue

Box 168

Scranton, PA 18501

(717) 342-1072 or 1-800-922-9537

FAX # (717) 342-8040

31 W. Market Street

Wilkes-Barre, PA 18702

(717) 821-0837 or 1(800) 922-9537

FAX # (717) 821-1785

Commission on Economics Opportunity  
of Luzerne County

211-213 South Main Street

Wilkes-Barre, PA 18701

(717) 826-0510 or 1(800) 822-0359

FAX # (717) 829-1665—

Call before faxing

(717) 455-4994 Hazelton

FAX # (717) 455-5631—

Call before faxing

(717) 836-4090 Tunkhannock

**STANDARD MORTGAGE CORP. OF GA.**  
**5775-D PEACHTREE-DUNWOODY RD.**  
**SUITE 100**  
**ATLANTA, GEORGIA 30342**

Indicate type of mail:  
☒ Registered  
☐ Insured  
☐ COD  
☐ Registered Return  
☐ Return Receipt for Merchandise  
☐ Registered Mail  
☐ Registered Mail with Insurance  
☐ Registered Mail with Insurance (if Registered)  
☐ Registered Mail with Insurance (if Registered)  
☐ Registered Mail with Insurance (if Registered)

Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Registered)
1	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
2	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
3	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
4	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
5	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
6	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
7	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
8	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
9	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
10	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
11	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
12	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
13	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
14	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				
15	Brent A Mecke, Nicky L. Mecke, 15426 Al Fairway North Indian Lake PA 15426				

Form 3977, February 1994

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

GLENRIDGE BRANCH  
 JUN 09 1999  
 6029 30842-9668

ATLANTA  
 JUN 09 1999  
 G A

POSTAGE  
 METER 500001

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on registered mail, sent with optional merchandise insurance, is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional merchandise insurance. See Domestic Mail Manual R500, S513, and S521 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.



MORTGAGE  
BANKERS

# STANDARD MORTGAGE CORPORATION

5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

JUNE 04, 1999

HOLLY A DISMANG  
814 E. LAKE CLUB DRIVE  
OLDSMAR FL 34677

RE: LOAN 156094  
MAN CODE 4

## NOTICE OF INTENTION TO FORECLOSE MORTGAGE

THE MORTGAGE SERVICED BY STANDARD MORTGAGE ON YOUR PROPERTY LOCATED AT LOT394 CALABASH STREET, DUBOIS PA 15801 IS IN SERIOUS DEFAULT BECAUSE YOU HAVE NOT MADE PAYMENTS AS REQUIRED. THE REQUIRED MONTHLY PAYMENT OF \$ 651.17 WAS NOT MADE BY YOU FOR 3 PAYMENTS. THE TOTAL AMOUNT NOW REQUIRED TO CURE THIS DEFAULT, OR IN OTHER WORDS, GET CAUGHT UP IN PAYMENTS, AS OF THE DATE OF THIS LETTER, IS \$ 1,996.65, INCLUDING ANY OUTSTANDING LATE CHARGES AND PROPERTY INSPECTIONS ACCRUED TO THIS DATE.

YOU MAY CURE THIS DEFAULT WITHIN THIRTY (30) DAYS OF THE DATE OF THIS LETTER, BY PAYING TO US THE AMOUNT OF \$ 1,996.65, PLUS ANY ADDITIONAL MONTHLY PAYMENTS AND LATE CHARGES WHICH MAY FALL DUE DURING THIS PERIOD. SUCH PAYMENT MUST BE MADE EITHER BY CASH, CASHIERS CHECK, CERTIFIED CHECK OR MONEY ORDER, AND MADE PAYABLE TO STANDARD MORTGAGE CORPORATION, AND DELIVERED OR MAILED TO OUR OFFICE AT 5775-D PEACHTREE DUNWOODY ROAD, SUITE 100, ATLANTA, GEORGIA 30342.

IF YOU DO NOT CURE THE DEFAULT WITHIN THIRTY (30) DAYS, WE INTEND TO EXERCISE OUR RIGHT TO ACCELERATE THE MORTGAGE PAYMENTS. THIS MEANS THAT WHATEVER IS OWING ON THE ORIGINAL AMOUNT BORROWED WILL BE CONSIDERED DUE IMMEDIATELY AND YOU MAY LOSE THE CHANCE TO PAY OFF THE ORIGINAL MORTGAGE IN MONTHLY INSTALLMENTS. IF FULL PAYMENT OF THE AMOUNT OF DEFAULT IS NOT MADE WITHIN THIRTY (30) DAYS, WE ALSO INTEND TO INSTRUCT OUR ATTORNEYS TO START A LAWSUIT TO FORECLOSE YOUR MORTGAGED PROPERTY. IF THE MORTGAGE IS FORECLOSED, YOUR MORTGAGED PROPERTY WILL BE SOLD BY THE SHERIFF TO PAY OFF THE MORTGAGE DEBT. IF WE REFER YOUR CASE TO OUR ATTORNEYS, BUT YOU CURE THE DEFAULT BEFORE THEY BEGIN LEGAL PROCEEDINGS AGAINST YOU, YOU WILL STILL HAVE TO PAY THE REASONABLE ATTORNEY'S FEES, ACTUALLY INCURRED, UP TO \$50.00. HOWEVER, IF LEGAL PROCEEDINGS ARE STARTED AGAINST YOU, YOU WILL HAVE TO PAY THE REASONABLE ATTORNEY'S FEES EVEN IF THEY ARE OVER \$50.00. ANY ATTORNEY'S FEES WILL BE ADDED TO WHAT-EVER YOU OWE US, WHICH MAY ALSO INCLUDE OUR REASONABLE COSTS. IF YOU CURE THE DEFAULT WITHIN THE THIRTY-DAY PERIOD, YOU WILL NOT BE REQUIRED TO PAY ATTORNEY'S FEES.



**STANDARD MORTGAGE CORPORATION**  
5775-D PEACHTREE DUNWOODY ROAD / SUITE 100 / ATLANTA, GEORGIA 30342 / (404) 843-7590

IF YOU HAVE NOT CURED THE DEFAULT WITHIN THE THIRTY-DAY PERIOD AND FORECLOSURE HAS BEGUN, YOU STILL HAVE THE RIGHT TO CURE THE DEFAULT AND PREVENT THE SALE AT ANY TIME UP TO ONE (1) HOUR BEFORE THE SHERIFF'S FORECLOSURE SALE. YOU MAY DO SO BY PAYING THE TOTAL AMOUNT OF THE UNPAID MONTHLY PAYMENTS PLUS ANY REASONABLE OTHER CHARGES THEN DUE, AS WELL AS THE REASONABLE ATTORNEY'S FEES AND COSTS CONNECTED WITH THE SHERIFF'S SALE AND PERFORM ANY OTHER REQUIREMENTS UNDER THE MORTGAGE. IT IS ESTIMATED THAT THE EARLIEST DATE THAT SUCH A SHERIFF SALE COULD BE HELD WOULD BE APPROXIMATELY 120 TO 190 DAYS FROM THE DATE OF THIS LETTER. A NOTICE OF THE DATE OF THE SHERIFF SALE WILL BE SENT TO YOU BEFORE THE SALE DATE. OF COURSE, THE AMOUNT NEEDED TO CURE THE DEFAULT WILL INCREASE THE LONGER YOU WAIT. YOU MAY FIND OUT AT ANY TIME EXACTLY WHAT THE REQUIRED PAYMENT WILL BE BY CALLING OUR OFFICE AT (404) 843-0020 OR (800) 486-1841. THIS PAYMENT MUST BE IN CASH, CASHIER'S CHECK, CERTIFIED CHECK OR MONEY ORDER AND MADE PAYABLE TO US AS REFERENCED EARLIER.

YOU SHOULD REALIZE THAT A SHERIFF'S SALE WILL END YOUR OWNERSHIP OF THE HOME AND THE RIGHT TO REMAIN IN IT. IF YOU CONTINUE TO LIVE IN THE PROPERTY AFTER THE SHERIFF'S SALE, A LAWSUIT COULD BE STARTED TO EVICT YOU.

YOU HAVE ADDITIONAL RIGHTS TO HELP PROTECT YOUR INTEREST IN THE PROPERTY. YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTION TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF. YOU HAVE THE RIGHT TO ASSERT IN THE FORECLOSURE PROCEEDINGS THE NON-EXISTENCE OF A DEFAULT OR ANY OTHER DEFENSE YOU MAY HAVE TO ACCELERATION OR FORECLOSURE.

IF YOU CURE THE DEFAULT, THE MORTGAGE WILL BE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED. HOWEVER, YOU ARE NOT ENTITLED TO THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE (3) TIMES IN ANY CALENDAR YEAR.

VERY TRULY YOURS,

*Charles Turner*

STANDARD MORTGAGE CORPORATION OF GEORGIA, SERVICING AGENT FOR  
THREE RIVERS BANK SUCCESSOR BY MERGER TO COMMUNITY SAVINGS BANK  
1-800-486-1841  
404-843-7590

STANDARD MORTGAGE CORP. OF GA.  
5775-D PEACHTREE-DUNWOODY RD.  
SUITE 100  
ATLANTA, GEORGIA 30342

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☒ Certified  
☐ Return Receipt for Merchandise  
☐ Registered Mail  
☐ Insured Mail  
☐ Registered Mail  
☐ With Postal Insurance  
☐ Without Postal Insurance

Check appropriate block for:  
☐ Registered Mail  
☐ With Postal Insurance  
☐ Without Postal Insurance

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (if Reg.)	Insured Value
1	Z423070867	Brent A. Mecke 196 N Fairway, Central City, PA 15926					
2	Z423070868	David C. Pitt 1967 N Becker St., Pittsburgh PA 15212					
3	Z423070866	Vicky L. Mecke 196 N Fairway, Central City PA 15926					
4	Z423070863	Charles E. Kavel Jr 2407 Chestnut Ave, Barnesboro, PA 15714					
5	Z423070862	Kimberly H. Kavel 2407 Chestnut Ave, Barnesboro, PA 15714					
6	Z423070871	Vicky L. Mecke 21 Fairway North, Indian Lake PA 15926					
7	Z423070870	Brent A. Mecke 21 Fairway North, Indian Lake PA 15926					
8	Z423070861	Kimberly L. Niklas 412 North Fourth St, Clairton, PA 15026					
9	Z423070860	David A. Niklas 412 North Fourth St, Clairton, PA 15026					
10	Z423070864	Holly A. Dismang 814 E Lake Club Drive, Oldsmar, FL 34677					
11	Z423070865	Mark A. Dismang 814 E Lake Club Drive, Oldsmar, FL 34677					
12	Z423070869	Sharon J. Pitt 1967 N Becker St, Pittsburgh PA 15212					
13	Z423070861	Deborah A. Kavel 2588 New Germany Rd, Ebensburg PA 15931					
14	Z423070862	George D. Kavel 2588 New Germany Rd, Ebensburg PA 15931					
15	Z423071041	W. O. Box 518, Holsopple, PA 15935					
Total Number of Pieces 15		Total Number of Pieces 15	Postmaster, Per (Name of Receiving Employee) Post				

Form 3877, February 1994

Form Must Be Completed by Typewriter, Ink, or Ball Point Pen

The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail sent with optional postal insurance. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to Standard Mail (A) and Standard Mail (B) parcels.

GLENRIDGE BRANCH  
JUN 09 1999  
USPS 30342-883

ATLANTA  
JUN 09 1999  
G A

U.S. POSTAGE  
0375  
METER 562311

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: Holly A. Dismang 814 E. Lake Club Dr. Oldsmar, FL 34677	4a. Article Number Z 423 070 864	Thank you for using Return Receipt Service.
	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
	7. Date of Delivery 6-15-99	
5. Received By: (Print Name)	8. Addressee's Address (Only if requested and fee is paid) 6/8 PA Act 6 LTR Sent 156094	
6. Signature: (Addressee or Agent) xHolly Dismang		
PS Form 3811, December 1994		102595-98-B-0229 Domestic Return Receipt

Is your RETURN ADDRESS completed on the reverse side?

<b>SENDER:</b> ■ Complete items 1 and/or 2 for additional services. ■ Complete items 3, 4a, and 4b. ■ Print your name and address on the reverse of this form so that we can return this card to you. ■ Attach this form to the front of the mailpiece, or on the back if space does not permit. ■ Write "Return Receipt Requested" on the mailpiece below the article number. ■ The Return Receipt will show to whom the article was delivered and the date delivered.		I also wish to receive the following services (for an extra fee): 1. <input type="checkbox"/> Addressee's Address 2. <input type="checkbox"/> Restricted Delivery Consult postmaster for fee.
3. Article Addressed to: Mark A Dismang 814 E. Lake Club Dr. Oldsmar, FL 34677	4a. Article Number Z 423 070 865	Thank you for using Return Receipt Service.
	4b. Service Type <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Certified <input type="checkbox"/> Express Mail <input type="checkbox"/> Insured <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> COD	
	7. Date of Delivery 6-15-99	
5. Received By: (Print Name)	8. Addressee's Address (Only if requested and fee is paid) 1/8 PA Act 6 LTR Sent 156094	
6. Signature: (Addressee or Agent) xHolly Dismang		
PS Form 3811, December 1994		102595-98-B-0229 Domestic Return Receipt

***IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA***

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs. *Plaintiff,*

MARK A. DISMANG and HOLLY A. DISMANG,

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Terre Tenant.*

CIVIL DIVISION

***No. 00-1517-CD***

Issue No.

**AFFIDAVIT OF SERVICE  
OF COMPLAINT ON  
DEFENDANTS**

***Code ..... - Mtg. Foreclosure***

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

FILED

JAN 14 2004

William A. Shaw  
Prothonotary



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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

vs. Plaintiff,

MARK A. DISMANG and HOLLY A. DISMANG,

and Defendants.

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

**G.D. No. 00-1517-CD**

**AFFIDAVIT OF SERVICE OF COMPLAINT ON DEFENDANTS**

**COMMONWEALTH OF PENNSYLVANIA**

)

) ss.

**COUNTY OF ALLEGHENY**

)

I, **JAMES GEORGALAS**, attorney for plaintiff, hereby deposes and says that on the 2<sup>nd</sup> day of November, 2001, a true and correct copy of the Complaint in Civil Action - Mortgage Foreclosure, endorsed with a notice to defend, was served on the following defendant MARK A. DISMANG by certified mail, RESTRICTED DELIVERY, Return Receipt Requested, at the following address, and that service was made on said defendant MARK A. DISMANG on NOVEMBER 8, 2001, as evidenced by the certified mail, RESTRICTED DELIVERY, return receipt attached hereto: **Mark A. Dismang, P.O. Box 162, Pittsburg, IL 62974.**

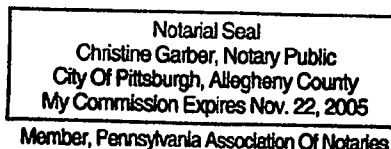
I, **JAMES GEORGALAS**, attorney for plaintiff, hereby deposes and says that on the 2<sup>nd</sup> day of November, 2001, a true and correct copy of the Complaint in Civil Action - Mortgage Foreclosure, endorsed with a notice to defend, was served on the following defendant HOLLY A. DISMANG by certified mail, RESTRICTED DELIVERY, Return Receipt Requested, at the following address, and that service was made on said defendant HOLLY A. DISMANG on NOVEMBER 5, 2001, as evidenced by the certified mail, RESTRICTED DELIVERY, return receipt attached hereto: **Holly A. Dismang, P.O. Box 162, Pittsburg, IL 62974.**

James Georgalas, Attorney for Plaintiff

SWORN TO AND SUBSCRIBED before me, a notary public, this 31<sup>ST</sup> day of December, 2003.

Christine Garber  
Notary Public

My commission expires:



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

Article Sent To: P.O. BOX 162  
 MARK A. DISMANG Pittsburg, IL 62974

Postage	\$ 1.72
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	3.20
<b>Total Postage &amp; Fees</b>	<b>\$ 8.52</b>

Name (Please Print Clearly) (To be completed by mailer)  
 JAMES GEORGALAS, Atty.  
 Street, Apt. No.; or PO Box No.  
 One Bigelow Square, Suite 732  
 City, State, ZIP+4  
 Pittsburgh, PA 15219-3030

PS Form 3800, July 1999 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Received by (Please Print Clearly) B. Date of Delivery          11-8-01</p>	
<p>1. Article Addressed to:</p> <p>MARK A. DISMANG          P.O. BOX 162          PITTSBURG, IL 62974</p>		<p>C. Signature  <i>Mark Dismang</i></p> <p>D. Is delivery address different from item 1? If YES, enter delivery address below:</p> <p><input type="checkbox"/> Agent  <input type="checkbox"/> Addressee  <input type="checkbox"/> Yes  <input type="checkbox"/> No</p>	
<p>2. Article Number (Copy from service label)          7099 3220 0010 3885 6894</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>PS Form 3811, July 1999</p>		<p>4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes</p> <p>Domestic Return Receipt 102595-99-M-1789</p>	

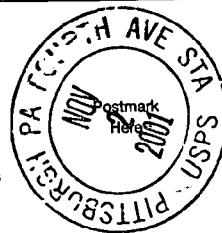
U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

7099 3220 0010 3885 6900

Article Sent To:

HOLLY A. DISMANG, P.O. Box 162  
 Pittsburg, IL 62974

Postage	\$ 1.72
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	3.20
<b>Total Postage &amp; Fees</b>	<b>\$ 8.52</b>



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

JAMES GEORGALAS, Atty.

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

One Bigelow Square, Suite 732

City, State, ZIP+4

Pittsburgh, PA

15219-3030

PS Form 3800, July 1999

See Reverse for Instructions

**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:

HOLLY A. DISMANG  
 P.O. BOX 162  
 PITTSBURG, IL 62974

**COMPLETE THIS SECTION ON DELIVERY**

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

1-5-01

C. Signature

*Holly Dismang*

☐ Agent  
☐ Addressee

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

3. Service Type:

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

4. Restricted Delivery? (Extra Fee) ☒ Yes

2. Article Number (Copy from service label)

7099 3220 0010 3885 6900

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

FILED

IN 11:17 AM P. 100 & 100

JAN 14 2004

*[Signature]*

William A. Shaw  
Prothonotary

***IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA***

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs. *Plaintiff,*

MARK A. DISMANG and HOLLY A. DISMANG,

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Terre Tenant.*

CIVIL DIVISION

***No. 00-1517-CD***

Issue No.

**PRAECIPE FOR JUDGMENT  
BY DEFAULT AGAINST  
DEFENDANTS and AFFIDAVIT OF  
NON-MILITARY SERVICE**

Code ..... - Mtg. Foreclosure

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

**FILED**

JAN 14 2004

William A. Shaw  
Prothonotary

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

vs.                      Plaintiff,

MARK A. DISMANG and HOLLY A. DISMANG,

and                      Defendants.

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***G.D. No. 00-1517-CD***

**PRAECIPE FOR JUDGMENT BY DEFAULT**

***TO: Prothonotary of CLEARFIELD County, PA***

Please enter ***JUDGMENT BY DEFAULT*** in the above-entitled case ***against Defendants MARK A. DISMANG and HOLLY A. DISMANG, in favor of plaintiff, Three Rivers Bank and Trust Company, successor to Community Savings Bank, a PA corporation,*** in the sum of ***\$77,216.83,*** which includes interest from December 1, 2000, at the rate of interest provided for in the subject adjustable rate mortgage note (said interest rate was initially 7.50% per annum), together with all other costs, sums and charges, which may accrue under the mortgage, for failure to plead within the required time to plaintiff's complaint, endorsed with a notice to defend.

I hereby certify that on December 11, 2001, separate Important Notices were mailed to said defendants Mark A. Dismang and Holly A. Dismang; copies of said important notice and certificates of mailing are attached hereto.

  
\_\_\_\_\_  
James Georgalas, Attorney for Plaintiff

***DATED: December 31, 2003***

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

THREE RIVERS BANK AND TRUST COMPANY, )  
successor to COMMUNITY SAVINGS BANK, )  
a Pennsylvania corporation, )

vs. Plaintiff, )

MARK A. DISMANG and HOLLY A. DISMANG, )

and Defendants. )

WILLIAM D. FERONTI, SR., married, )

Terre Tenant. )

**COPY**

**G.D. No. 00-1517-CD**

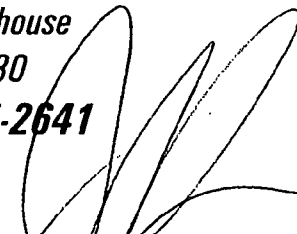
DATE OF NOTICE: **DECEMBER 11, 2001**

TO: **MARK A. DISMANG and HOLLY A. DISMANG, Defendants**  
**P.O. Box 162, Pittsburg, IL 62974**

**IMPORTANT NOTICE**

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

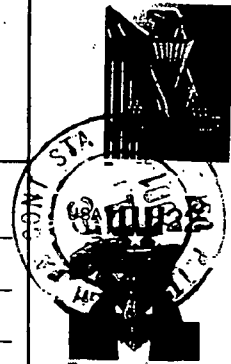
*Court Administrator  
Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone: [814] 765-2641*

  
James Georgalas, Attorney for Plaintiff  
One Bigelow Square, Suite 732, Pittsburgh, PA 15219-3030  
Telephone: [412] 281-1308

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>JAMES GEORGALAS</b> Attorney at Law One Bigelow Square, Suite 732 Pittsburgh, PA 15219-3030	
One piece of ordinary mail addressed to: <b>MARK A. DISMANG</b> P.O. BOX 162 PITTSBURG, IL 62974	

PS Form 3817, Mar. 1989

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



U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From: <b>JAMES GEORGALAS</b> Attorney at Law One Bigelow Square, Suite 732 Pittsburgh, PA 15219-3030	
One piece of ordinary mail addressed to: <b>HOLLY A. DISMANG</b> P.O. BOX 162 PITTSBURG, IL 62974	

PS Form 3817, Mar. 1989

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



COPY



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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

vs. Plaintiff,

MARK A. DISMANG and HOLLY A. DISMANG,

and Defendants.

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

**G.D. No. 00-1517-CD**

**AFFIDAVIT OF NON-MILITARY SERVICE**

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF ALLEGHENY

ss.

Before me, the undersigned authority, personally appeared **JAMES GEORGALAS**, who, being duly sworn according to law, deposes and says that he is advised and believes that **Defendants MARK A. DISMANG and HOLLY A. DISMANG** are NOT presently in the active military service of the United States of America and are not members of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and neither are defendants officers of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge defendants are NOT enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

This affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

*James Georgalas*

**SWORN** to and subscribed before me, a notary public, on this 31<sup>st</sup> day of December, 2003.

*Christine Garber*  
Notary Public

**My commission expires:**

Notarial Seal  
Christine Garber, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Nov. 22, 2005

Member, Pennsylvania Association Of Notaries

FILED  
JAN 11 12 PM 30.00  
NOTED & CARRY  
JAN 14 2004

William A. Shaw  
Prothonotary

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

vs. Plaintiff,

MARK A. DISMANG and HOLLY A. DISMANG,

and Defendants.

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

**G.D. No. 00-1517-CD**

**NOTICE OF ORDER, JUDGMENT OR DECREE**

**TO: MARK A. DISMANG and HOLLY A. DISMANG, Defendants**

**You are hereby notified that the following Order, Decree or Judgment has been entered against you on \_\_\_\_\_, 20\_\_\_\_\_.**

**( X ) Judgment in the amount of \$77,216.83, which includes interest from December 1, 2000, at the rate of interest provided in the subject adjustable rate mortgage note (said interest rate was initially 7.50% per annum). Plus Costs.**

( ) Decree in divorce

( ) Decree Nisi in Equity

( ) Final Decree in Equity

( ) Justice of the Peace Transcript of Judgment in Trespass in the amount of \$ \_\_\_\_\_, Plus Costs.

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

**( X ) Entry of Judgment of:** ( ) Non-Suit or ( ) Non-Pros or **( X ) Default** or ( ) Verdict or ( ) Arbitration Award or ( ) Confession or ( ) Court Order

( ) Justice of the Peace Transcript in Assumpsit in the amount of \$ \_\_\_\_\_ Plus Costs.

**Prothonotary of CLEARFIELD County, PA**

\_\_\_\_\_  
Deputy

**(Applicable brackets have been checked)**

**THIS NOTICE IS NOT A DEMAND FOR PAYMENT**

**If you have any questions concerning the above, please contact:**

Name of Attorney/Filing Party): JAMES GEORGALAS, Attorney

Address: One Bigelow Square, Suite 732, Pittsburgh, PA 15219-3030 Telephone: 412 281-1308

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

vs.                      Plaintiff,

MARK A. DISMANG and HOLLY A. DISMANG,  
  
and                      Defendants.

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

**G.D. No. 00-1517-CD**

**NOTICE OF ORDER, JUDGMENT OR DECREE**

**TO: MARK A. DISMANG and HOLLY A. DISMANG, Defendants**

**You are hereby notified that the following Order, Decree or Judgment has been entered against you on \_\_\_\_\_, 20\_\_\_\_\_.**

**( X ) Judgment in the amount of \$77,216.83, which includes interest from December 1, 2000, at the rate of interest provided in the subject adjustable rate mortgage note (said interest rate was initially 7.50% per annum). Plus Costs.**

( ) Decree in divorce

( ) Decree Nisi in Equity

( ) Final Decree in Equity

( ) Justice of the Peace Transcript of Judgment in Trespass in the amount of \$ \_\_\_\_\_, Plus Costs.

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

**( X ) Entry of Judgment of:** ( ) Non-Suit or ( ) Non-Pros or **( X ) Default** or ( ) Verdict or  
( ) Arbitration Award or ( ) Confession or ( ) Court Order

( ) Justice of the Peace Transcript in Assumpsit in the amount of \$ \_\_\_\_\_ Plus Costs.

**Prothonotary of CLEARFIELD County, PA**

\_\_\_\_\_  
Deputy

**(Applicable brackets have been checked)**

**THIS NOTICE IS NOT A DEMAND FOR PAYMENT**

**If you have any questions concerning the above, please contact:**

Name of Attorney/Filing Party): JAMES GEORGALAS, Attorney

Address: One Bigelow Square, Suite 732, Pittsburgh, PA 15219-3030 Telephone: 412 281-1308

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

Three Rivers Bank & Trust  
Community Savings Bank  
Plaintiff(s)

No.: 2000-01517-CD

Real Debt: \$77,216.83

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Mark A. Dismang  
Holly A. Dismang  
William D. Feronti Sr.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 14, 2004

Expires: January 14, 2009

Certified from the record this 14th day of January, 2004

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs.

*Plaintiff,*

MARK A. DISMANG and HOLLY A. DISMANG,

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Terre Tenant.*

CIVIL DIVISION

**No. 00-1517-CD**

Issue No.

**PRAECIPE FOR JUDGMENT  
BY DEFAULT AGAINST  
TERRE TENANT WILLIAM D.  
FERONTI, SR.**

Code ..... - Mtg. Foreclosure

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

**FILED**

FEB 04 2004

William A. Shaw  
Prothonotary

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

vs.                      Plaintiff,

MARK A. DISMANG and HOLLY A. DISMANG,

and                      Defendants.

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***G.D. No. 00-1517-CD***

**PRAECIPE FOR JUDGMENT BY DEFAULT**

***TO: Prothonotary of CLEARFIELD County, PA***

Please enter ***JUDGMENT BY DEFAULT*** in the above-entitled case ***against Terre Tenant WILLIAM D. FERONTI, SR., in favor of plaintiff, Three Rivers Bank and Trust Company, successor to Community Savings Bank, a PA corporation, in the sum of \$77,216.83, which includes interest from December 1, 2000, at the rate of interest provided for in the subject adjustable rate mortgage note (said interest rate was initially 7.50% per annum), together with all other costs, sums and charges, which may accrue under the mortgage, for failure to plead within the required time to plaintiff's complaint, endorsed with a notice to defend.***

I hereby certify that on January 12, 2004, an Important Notice was mailed to said Terre Tenant William D. Feronti, Sr.; copies of said important notice and certificate of mailing are attached hereto.

\_\_\_\_\_  
James Georgalas, Attorney for Plaintiff

***DATED: January 29, 2004***

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

THREE RIVERS BANK AND TRUST COMPANY, )  
successor to COMMUNITY SAVINGS BANK, )  
a Pennsylvania corporation, )

vs. Plaintiff, )

MARK A. DISMANG and HOLLY A. DISMANG, )

and Defendants. )

WILLIAM D. FERONTI, SR., married, )

Terre Tenant. )

**COPY**

**G.D. No. 00-1517-CD**

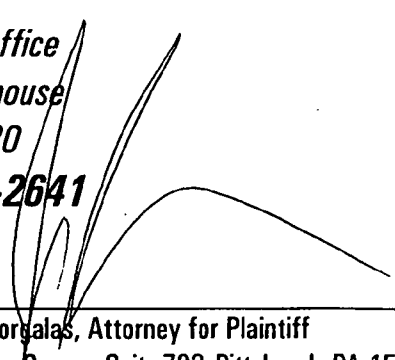
DATE OF NOTICE: **JANUARY 12, 2004**

TO: **WILLIAM D. FERONTI, SR., Terre Tenant**  
**P.O. Box 375, Marvin Street, Wilcox, PA 15870**

**IMPORTANT NOTICE**

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

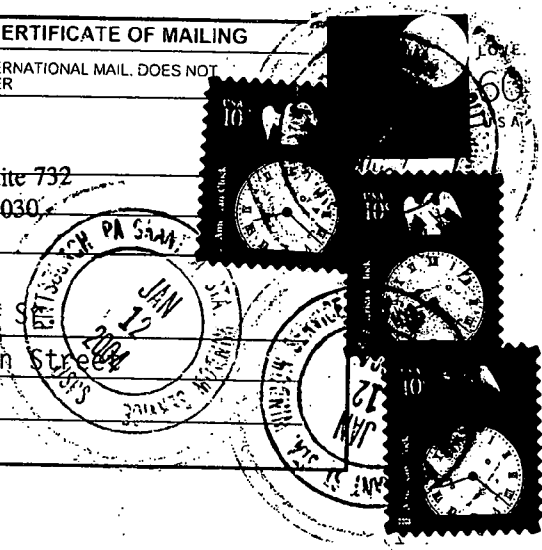
***Court Administrator  
Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
Telephone: [814] 765-2641***

  
James Georgalas, Attorney for Plaintiff  
One Bigelow Square, Suite 732, Pittsburgh, PA 15219-3030  
Telephone: [412] 281-1308



COPY

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
RE: <b>JAMES GEORGALAS</b> Attorney at Law One Bigelow Square, Suite 732 Pittsburgh, PA 15219-3030	
One piece of ordinary mail addressed to: William D. Feronti P.O. Box 375, Marvin Street Wilcox, PA 15870	

The form is partially obscured by several postage stamps and circular postmarks. The stamps include a 10-cent stamp featuring a clock face and a 10-cent stamp featuring a clock face. The postmarks include a circular postmark from Pittsburgh, PA, dated JAN 12, and a circular postmark from Wilcox, PA, dated JAN 12.

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

vs. Plaintiff,

MARK A. DISMANG and HOLLY A. DISMANG,

and Defendants.

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

**G.D. No. 00-1517-CD**

**AFFIDAVIT OF NON-MILITARY SERVICE**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF ALLEGHENY**

**ss.**

Before me, the undersigned authority, personally appeared **JAMES GEORGALAS**, who, being duly sworn according to law, deposes and says that he is advised and believes that **Terre Tenant WILLIAM D. FERONTI, SR.**, is NOT presently in the active military service of the United States of America and is not a member of the Army of the United States, United States Navy, the Marine Corps, or the Coast Guard, and neither is an officer of the Public Health Service detailed by proper authority for duty with the Army or Navy; nor engaged in any active military service or duty with any military or naval units covered by the Soldiers and Sailors Civil Relief Act of 1940 and designated therein as military service, and to the best of this affiant's knowledge defendants are NOT enlisted in military service covered by said act, and that the averments herein set forth, insofar as they are within his knowledge, are correct and true; and insofar as they are based on information received from others, are true and correct as he verily believes.

This affidavit is made under the provisions of the Soldiers and Sailors Civil Relief Act of 1940.

*James Georgalas*

**SWORN** to and subscribed before me, a notary public, on this **29<sup>th</sup> day of JANUARY, 2004.**

**My commission expires:**

Notarial Seal  
Christine Garber, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Nov. 22, 2005  
Member, Pennsylvania Association Of Notaries

*Christine Garber*  
**Notary Public**

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

Three Rivers Bank & Trust  
Community Savings Bank  
Plaintiff(s)

No.: 2000-01517-CD

Real Debt: \$77,216.83

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

William D. Feronti Sr.  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: February 4, 2004

Expires: February 4, 2009

Certified from the record this 4th day of February, 2004

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

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

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

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

vs.                      Plaintiff,

MARK A. DISMANG and HOLLY A. DISMANG,  
and                      Defendants.

WILLIAM D. FERONTI, SR., married,  
Terre Tenant.

**G.D. No. 00-1517-CD**

**NOTICE OF ORDER, JUDGMENT OR DECREE**

**TO: WILLIAM D. FERONTI, SR., Terre Tenant**

**You are hereby notified that the following Order, Decree or Judgment has been entered against you on \_\_\_\_\_, 20\_\_\_\_\_.**

**( X ) Judgment in the amount of \$77,216.83, which includes interest from December 1, 2000, at the rate of interest provided in the subject adjustable rate mortgage note (said interest rate was initially 7.50% per annum). Plus Costs.**

( ) Decree in divorce

( ) Decree Nisi in Equity

( ) Final Decree in Equity

( ) Justice of the Peace Transcript of Judgment in Trespass in the amount of \$ \_\_\_\_\_, Plus Costs.

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

**( X ) Entry of Judgment of:** ( ) Non-Suit or ( ) Non-Pros or **( X ) Default** or ( ) Verdict or ( ) Arbitration Award or ( ) Confession or ( ) Court Order

( ) Justice of the Peace Transcript in Assumpsit in the amount of \$ \_\_\_\_\_ Plus Costs.

**Prothonotary of CLEARFIELD County, PA**



**Deputy**

**(Applicable brackets have been checked)**

**THIS NOTICE IS NOT A DEMAND FOR PAYMENT**

**If you have any questions concerning the above, please contact:**

Name of Attorney/Filing Party): JAMES GEORGALAS, Attorney

Address: One Bigelow Square, Suite 732, Pittsburgh, PA 15219-3030 Telephone: 412 281-1308

FILED

10:58 AM-1d 30:00  
Notice to the  
Court to  
FEB 04 2004

William A. Shaw  
Prothonotary

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs. *Plaintiff,*

MARK A. DISMANG and HOLLY A. DISMANG,

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Terre Tenant.*

CIVIL DIVISION

**No. 00-1517-CD**

Issue No.

**PRAECIPE FOR WRIT OF  
EXECUTION and AFFIDAVIT  
OF LAST KNOWN  
ADDRESSES**

*Code ..... - Mtg. Foreclosure*

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

**FILED**

**APR 12 2004**

William A. Shaw  
Prothonotary/Clerk of Courts

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***No. 00-1517-CD***

**PRAECIPE FOR WRIT OF EXECUTION**

To: ***Prothonotary of Clearfield County, PA***

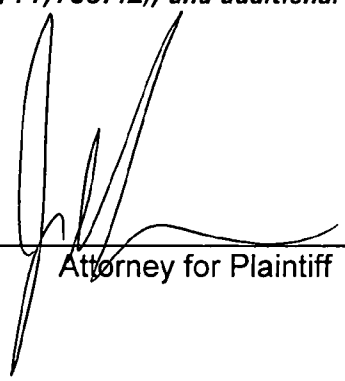
Please issue **WRIT OF EXECUTION** in the above-entitled case ***against defendants MARK A. DISMANG and HOLLY A. DISMANG, and Terre Tenant WILLIAM D. FERONTI, SR.***

Amount due ***\$104,697.79***, which represents the amount of the default judgment entered against defendants & terre tenant in this action (being \$77,216.83); additional interest at the rate of 7.50% from December 1, 2000, to June 4, 2004 (date of the tentatively scheduled sheriff sale), (being \$15,107.31); additional late charges (being \$841.23); additional escrow deficiency (being \$11,183.42); and additional other costs (being \$349.00). ***Costs to be added.***

***Real estate involved.***

*\$ 147.00 Prothonotary costs*

**DATED:** March 30, 2004

  
Attorney for Plaintiff

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***No. 00-1517-CD***

**AFFIDAVIT OF LAST KNOWN ADDRESSES OF DEFENDANTS & TERRE TENANT**

COMMONWEALTH OF PENNSYLVANIA )

) ss.

COUNTY OF ALLEGHENY )

Before me, the undersigned authority, personally appeared **JAMES GEORGALAS**, who, being duly sworn according to law, deposes and says that he is attorney for the above-named plaintiff in the above-entitled mortgage foreclosure action; that to the best of his knowledge, information and belief, the last known addresses for the above said defendants and terre tenant, the owners or reputed owners, are as follows:

***MARK A. DISMANG and HOLLY A. DISMANG, Defendants***

P.O. Box 162

Pittsburg, IL 62974

***WILLIAM D. FERONTI, SR., Terre Tenant***

890 Burningwell Road

Wilcox, PA 15870

  
James Georgalas

**SWORN TO AND SUBSCRIBED** before me, a notary public, on this **30<sup>th</sup> day of March, 2004.**

My commission expires:

  
Notary Public

Notarial Seal  
Christine Garber, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Nov. 22, 2005  
Member, Pennsylvania Association Of Notaries



FILED

7/30/04 1cc Amy

APR 12 2004 7 units to Amy

William A. Shaw  
Prothonotary/Clerk of Courts Amy pd. 20.00

*[Signature]*

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

COPY

Three Rivers Bank & Trust,  
successor to Community Savings Bank,  
a Pennsylvania corporation  
Plaintiff

Vs.

NO.: 2000-01517-CD

Mark A. Dismang and Holly A. Dismang  
Defendants

and

William D. Feronti Sr., married  
Terre Tenant

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due Three Rivers Bank & Trust, successor to Community Savings Bank, a Pennsylvania corporation, Plaintiff(s) from Mark A. Dismang and Holly A. Dismang, Defendants and William D. Feronti Sr., married, Terre Tenant:

(1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property

(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: **\$104,697.79**  
INTEREST at 7.5% from Dec. 1, 2000  
to June 4, 2004: **\$15,107.31**  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
ADDITIONAL OTHER COSTS: **\$349.00**

PAID: **\$147.00**  
SHERIFF: \$  
ADDITIONAL LATE CHARGES: **\$841.23**  
OTHER COSTS: \$  
ADDITIONAL ESCROW DEFICIENCY: **\$11,183.42**  
DATE: 04/12/2004

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: James Georgalas, Esq.  
One Bigelow Square, Ste. 732  
Pittsburgh, PA 15219  
(412) 281-1308

\_\_\_\_\_  
Sheriff

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

CIVIL DIVISION

**No. 00-1517-CD**

vs.

*Plaintiff,*

Issue No.

MARK A. DISMANG and HOLLY A. DISMANG,

**PRAECIPE FOR WRIT OF  
EXECUTION and AFFIDAVIT  
OF LAST KNOWN  
ADDRESSES**

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Code ..... - Mtg. Foreclosure*

*Terre Tenant.*

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

**FILED** <sup>or</sup> *ICC 06 writs*  
*to Atty per his*  
*request*  
JAN 28 2005  
William A. Shaw *Atty pd 20.00*  
Prothonotary/Clerk of Courts

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***No. 00-1517-CD***

**PRAECIPE FOR WRIT OF EXECUTION**

To: ***Prothonotary of Clearfield County, PA***

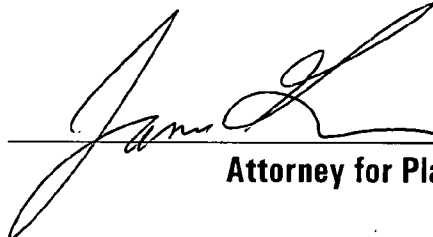
Please issue **WRIT OF EXECUTION** in the above-entitled case ***against defendants MARK A. DISMANG and HOLLY A. DISMANG, and Terre Tenant WILLIAM D. FERONTI, SR.***

Amount due ***\$114,474.31***, which represents the amount of the default judgment entered against defendants & terre tenant in this action (being \$77,216.83); additional interest at the rate of 7.50% from December 1, 2000, to April 1, 2005 (date of the tentatively scheduled sheriff sale), (being \$18,538.20); additional late charges (being \$1,056.93); additional escrow deficiency (being \$14,575.87); and additional other costs (being \$3,086.48). ***Costs to be added.***

1167.00 Prothonotary costs

***Real estate involved.***

DATED: January 25, 2005

  
Attorney for Plaintiff

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***No. 00-1517-CD***

**AFFIDAVIT OF LAST KNOWN ADDRESSES OF DEFENDANTS & TERRE TENANT**

COMMONWEALTH OF PENNSYLVANIA )

) ss.

COUNTY OF ALLEGHENY )

Before me, the undersigned authority, personally appeared **JAMES GEORGALAS**, who, being duly sworn according to law, deposes and says that he is attorney for the above-named plaintiff in the above-entitled mortgage foreclosure action; that to the best of his knowledge, information and belief, the last known addresses for the above said defendants and terre tenant, the owners or reputed owners, are as follows:

***MARK A. DISMANG and HOLLY A. DISMANG, Defendants***

P.O. Box 162

Pittsburg, IL 62974

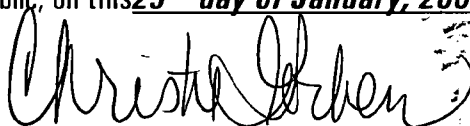
***WILLIAM D. FERONTI, SR., Terre Tenant***

890 Burningwell Road

Wilcox, PA 15870

  
James Georgalas

**SWORN TO AND SUBSCRIBED** before me, a notary public, on this 25<sup>th</sup> day of January, 2005.

  
Christine Garber

Notary Public

My commission expires:

Notarial Seal  
Christine Garber, Notary Public  
City Of Pittsburgh, Allegheny County  
My Commission Expires Nov. 22, 2005  
Member, Pennsylvania Association Of Notaries

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

Three Rivers Bank & Trust, successor  
to Community Savings Bank, a Pennsylvania  
corporation

Vs.

NO.: 2000-01517-CD

COPY

Mark A. Dismang and Holly A. Dismang

William D. Feronti Sr., Terre Tenant

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due THREE RIVERS BANK & TRUST, successor to COMMUNITY SAVINGS BANK, a Pennsylvania corporation, Plaintiff, from MARK A. DISMANG and HOLLY A. DISMANG, Defendants, and WILLIAM D. FERONTI SR., Terre Tenant:

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (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:.....\$114,474.31  
INTEREST at the rate of 7.50% from  
December 1, 2000 to April 1, 2005:.....\$18,538.20  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
OTHER COSTS:.....\$3,086.48  
DATE: 01/28/2005

PAID:.....\$167.00  
SHERIFF: \$  
LATE CHARGES:.....\$1,056.93  
OTHER COSTS: \$  
ESCROW DEFICIT: \$14,575.87

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: James Georgalas, Esq.  
One Bigelow Square, Ste. 732  
Pittsburgh, PA 15219  
(412) 281-1308

\_\_\_\_\_  
Sheriff

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

CIVIL DIVISION

**No. 00-1517-CD**

vs.

*Plaintiff,*

Issue No.

MARK A. DISMANG and HOLLY A. DISMANG,

**PRAECIPE TO REISSUE  
WRIT OF EXECUTION and  
AFFIDAVIT OF LAST  
KNOWN ADDRESSES**

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Code ..... - Mtg. Foreclosure*

*Terre Tenant.*

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

**FILED** *Any pd.*  
*m/1:40/01* *7.00*  
**JUN 10 2005** *ICC - Lewrits*  
*to Shff*  
William A. Shaw  
Prothonotary/Clerk of Courts *WC*

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***No. 00-1517-CD***

**PRAECIPE TO REISSUE WRIT OF EXECUTION**

To: ***PROTHONOTARY OF CLEARFIELD COUNTY, PA***

Please ***REISSUE WRIT OF EXECUTION*** in the above-entitled case ***against defendants MARK A. DISMANG and HOLLY A. DISMANG, and Terre Tenant WILLIAM D. FERONTI, SR.***

Amount due ***\$114,474.31***, which represents the amount of the default judgment entered against defendants & terre tenant in this action (being \$77,216.83); additional interest at the rate of 7.50% from December 1, 2000, to April 1, 2005 being \$18,538.20; additional late charges (being \$1,056.93); additional escrow deficiency (being \$14,575.87); and additional other costs (being \$3,086.48). ***Costs to be added. Real estate involved.*** 174.00 Prothonotary costs

\_\_\_\_\_  
Attorney for Plaintiff

**DATED:** June 7, 2005



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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***No. 00-1517-CD***

**AFFIDAVIT OF LAST KNOWN ADDRESSES OF DEFENDANTS & TERRE TENANT**

COMMONWEALTH OF PENNSYLVANIA )

) ss.

COUNTY OF ALLEGHENY )

Before me, the undersigned authority, personally appeared **JAMES GEORGALAS**, who, being duly sworn according to law, deposes and says that he is attorney for the above-named plaintiff in the above-entitled mortgage foreclosure action; that to the best of his knowledge, information and belief, the last known addresses for the above said defendants and terre tenant, the owners or reputed owners, are as follows:

***MARK A. DISMANG and HOLLY A. DISMANG, Defendants***

P.O. Box 162

Pittsburg, IL 62974

***WILLIAM D. FERONTI, SR., Terre Tenant***

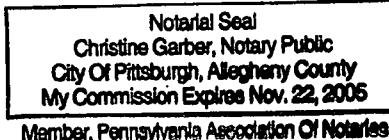
890 Burningwell Road

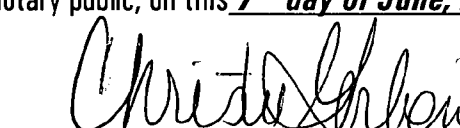
Wilcox, PA 15870

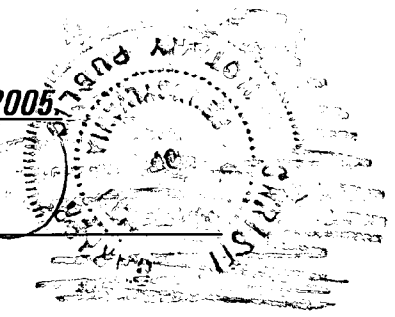
  
James Georgalas

**SWORN TO AND SUBSCRIBED** before me, a notary public, on this ***7<sup>th</sup> day of June, 2005***

My commission expires:



  
Notary Public



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

COPY

Three Rivers Bank & Trust, successor  
to Community Savings Bank, a Pennsylvania  
corporation

Vs.

NO.: 2000-01517-CD

Mark A. Dismang and Holly A. Dismang

William D. Feronti Sr., Terre Tenant

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due THREE RIVERS BANK & TRUST, successor to COMMUNITY SAVINGS BANK, a Pennsylvania corporation, Plaintiff, from MARK A. DISMANG and HOLLY A. DISMANG, Defendants, and WILLIAM D. FERONTI SR., Terre Tenant:

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:  
Personal Property
- (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/PRINCIPAL:.....\$77,216.83  
INTEREST at the rate of 7.50% from  
December 1, 2000 to April 1, 2005:.....\$18,538.20  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
OTHER COSTS:.....\$3,086.48  
DATE: 06/10/05

PAID:.....\$174.00  
SHERIFF: \$  
LATE CHARGES:.....\$1,056.93  
OTHER COSTS: \$  
ESCROW DEFICIT: \$14,575.87

\_\_\_\_\_  
William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: James Georgalas, Esq.  
One Bigelow Square, Ste. 732  
Pittsburgh, PA 15219  
(412) 281-1308

\_\_\_\_\_  
Sheriff

ORIGINAL

**IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA**

THREE RIVERS BANK AND TRUST  
COMPANY, successor to COMMUNITY  
SAVINGS BANK, a Pennsylvania corporation,

vs.

*Plaintiff,*

MARK A. DISMANG and HOLLY A. DISMANG,

*Defendants,*

and

WILLIAM D. FERONTI, SR., married,

*Terre Tenant.*

CIVIL DIVISION

**No. 00-1517-CD**

Issue No.

**AFFIDAVIT OF SERVICE  
OF NOTICE OF SHERIFF'S  
SALE AND WRIT OF  
EXECUTION ON  
DEFENDANTS, TERRE  
TENANT & LIENHOLDERS**

*Code ..... - Mtg. Foreclosure*

Filed On Behalf of Plaintiff

THREE RIVERS BANK AND  
TRUST COMPANY

Counsel of Record for Plaintiff:  
**JAMES GEORGALAS, ESQ.**  
Pa. I.D. #18225 / Local #2687

**MICHAEL GEORGALAS, ESQ.**  
Pa. I.D. #10752 / Local #10752

One Bigelow Square, Suite 732  
Pittsburgh, PA 15219

(412) 281-1308

**FILED** *NO CC*  
*m110:1201 @*  
**JUL 18 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

***No. 00-1517-CD***

(Scheduled for August 5, 2005 sheriff sale)

**AFFIDAVIT OF SERVICE OF  
NOTICE OF SHERIFF'S SALE AND WRIT OF EXECUTION  
ON DEFENDANTS AND LIENHOLDERS PURSUANT TO PA RULE 3129.1**

*On June 20, 2005*, certified true and correct copies of the Notice of Sheriff's Sale of Real Estate (a certified true and correct copy of the writ of execution attached thereto) were mailed to each of the defendants MARK A. DISMANG and HOLLY A. DISMANG, and Terre Tenant, WILLIAM D. FERONTI, SR., by certified mail, return receipt requested as follows:

***MARK A. DISMANG, Defendant***

P.O. Box 162  
Pittsburg, IL 62974

***HOLLY A. DISMANG, Defendant***

P.O. Box 162  
Pittsburg, IL 62974

***WILLIAM D. FERONTI, SR., Terre Tenant***

890 Burningwell Road  
Wilcox, PA 15870

***Service was MADE*** on said DEFENDANT MARK A.DISMANG on JUNE 30, 2005, by CERTIFIED MAIL, RETURN RECEIPT REQUESTED as reflected by the attached certified mail return receipt. ***Service was MADE*** on said DEFENDANT HOLLY A.DISMANG on JUNE 24, 2005, by CERTIFIED MAIL, RETURN RECEIPT REQUESTED as reflected by the attached certified mail return receipt. ***Service was MADE*** on said TERRE TENANT WILLIAM D. FERONTI, SR., on JUNE 23, 2005, by CERTIFIED MAIL, RETURN RECEIPT REQUESTED as reflected by the attached certified mail return receipt.

In addition, personal service was made on defendant MARK A.DISMANG. with a certified true and correct copy of the Notice of Sheriff's Sale of Real Estate (a certified true and correct copy of the writ of execution attached thereto); said personal service was made on said defendant on July 5, 2005, as reflected in the attached Affidavit of Service / Proof of Service.

I, **JAMES GEORGALAS**, attorney for plaintiff, do hereby certify that on ***JUNE 20, 2005***, certified true and correct copies of the Notice of Sheriff's Sale of Real Estate (a certified true and correct copy of the writ of execution attached thereto) were mailed to the following lienholders by certificates of mailing, postage prepaid, and ***service was made on said lienholders on JUNE 20, 2005, being the date of mailing, as reflected by the attached certificates of mailing:***

Lee Ann Collins, Tax Collector  
P.O. Box 252  
Dubois, PA 15801

Township of Sandy  
P.O. Box 267  
Dubois, PA 15801

Total Environmental Solutions  
ATTN: Betsy  
487 Treasure Lake  
Dubois, PA 15801

Treasure Lake Property Owners Assn.  
13 Treasure Lake  
Dubois, PA 15801

Commonwealth of Pennsylvania  
Department of Public Welfare  
Department of Health & Welfare Building  
Room 333, Harrisburg, PA 17120

Commonwealth of Pennsylvania  
Department of Public Welfare  
State Office Building  
Pittsburgh, PA 15222

Commonwealth of PA  
Dept. of Revenue, Bureau of Compliance  
Dept. No. 280946  
Harrisburg, PA 17128-0946

Commonwealth of PA, Dept. of Labor & Industry  
Labor & Industry Building  
7<sup>th</sup> & Forester Streets  
Harrisburg, PA 17121

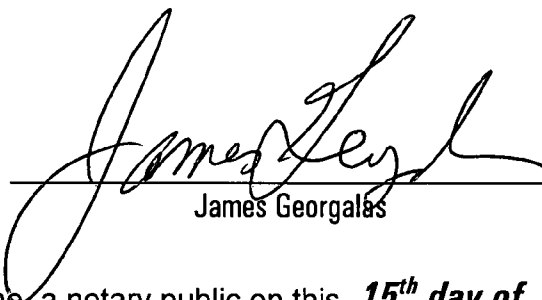
Commonwealth of PA  
Dept. of Revenue, Bureau of Compliance  
P.O. Box 8901  
Harrisburg, PA 17105-8901

Commonwealth of PA, Dept. of Revenue  
Bureau of Accounts Settlement  
P.O. Box 2055  
Harrisburg, PA 17105

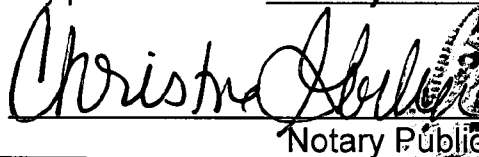
Commonwealth of PA, Dept. of Revenue  
Bureau of Accounts Settlement  
P.O. Box 8901  
Harrisburg, PA 17105

Commonwealth of PA  
Sales Tax Division  
104 State Office Building  
Pittsburgh, PA 15222

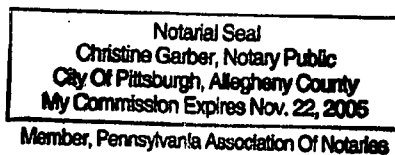
Commonwealth PA,  
c/o ROBERT C. EDMUNDSON, Sr. Deputy Atty. General,  
Financial Enforcement Section  
Manor Complex, 564 Forbes Ave  
Pittsburgh, PA 15219

  
James Georgalas

**SWORN TO AND SUBSCRIBED** before me, a notary public on this 15<sup>th</sup> day of July, 2005.

  
Christine Garber  
Notary Public

My commission expires:



7003 1680 0006 4519 3689

<b>U.S. Postal Service™</b> <b>CERTIFIED MAIL™ RECEIPT</b> (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at <a href="http://www.usps.com">www.usps.com</a>	
<b>OFFICIAL USE</b> PITTSBURGH IL 62974	
Postage	\$ <u>1.60</u>
Certified Fee	\$ <u>2.30</u>
Return Receipt Fee (Endorsement Required)	\$ <u>1.75</u>
Restricted Delivery Fee (Endorsement Required)	\$ <u>3.50</u>
Total Postage & Fees	\$ <u>8.15</u>

0073  
 11  
 Postmark  
 Here  
 06/30/2005

Sent To <u>Mark A. Dismang</u> <u>P.O. Box 162</u> Street, Apt. No. or PO Box <u>Pittsburg, IL 62974</u> City, State, ZIP+4	
---	--

PS Form 3800, June 2002 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ 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.		A. Signature X <u>Mark A. Dismang</u> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:  Mark A. Dismang P.O. Box 162 Pittsburg, IL 62974		B. Received by (Printed Name) <u>Mark A. Dismang</u> C. Date of Delivery <u>6-30-05</u>	
		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input checked="" type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7003 1680 0006 4519 3689	

PS Form 3811, August 2001 Domestic Return Receipt 102595-02-M-1540

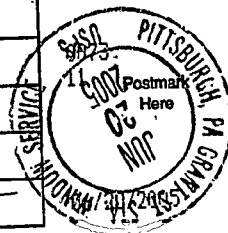
7004 2510 0000 6017 1253

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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 2.60
Certified Fee	\$ 2.30
Return Receipt Fee (Endorsement Required)	\$ 1.75
Restricted Delivery Fee (Endorsement Required)	\$ 3.50
<b>Total Postage &amp; Fees</b>	<b>\$ 10.15</b>



Sent To Holly A. Dismang  
P.O. Box 162  
 Street, Apt. No.,  
 or PO Box No. Pittsburg, IL 62974  
 City, State, ZIP+4

PS Form 3800, June 2002 See Reverse for Instructions

**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:

Holly A. Dismang  
 P.O. Box 162  
 Pittsburg, IL 62974

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
☒ Addressee  
Holly Dismang  
 B. Received by (Printed Name) Holly Dismang  
 C. Date of Delivery 6-24-02  
 D. Is delivery address different from item 1? ☐ Yes  
 If YES, enter delivery address below: ☒ No

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

4. Restricted Delivery? (Extra Fee) ☒ Yes

2. Article Number  
 (Transfer from service)

7004 2510 0000 6017 1253

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540



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

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage \$ 0.60  
 Certified Fee 2.30  
 Return Receipt Fee (Endorsement Required) 1.75  
 Restricted Delivery Fee (Endorsement Required) 3.50  
 Total Postage & Fees \$ 8.15



Sent To William D. Feronti, Sr.  
 890 Burningwell Road  
 Street, Apt., P.O. or PO Box Wilcox, PA 15870  
 City, State, ZIP+4

PS Form 3800, June 2002

See Reverse for Instructions

**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:

William D. Feronti, Sr.  
 890 Burningwell Road  
 Wilcox, PA 15870

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature X W.D. Feronti ☐ Agent ☐ Addressee

B. Received by (Printed Name) WD FERONTI C. Date of Delivery 6-23-05

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

248 POWERS  
JOHNSON BULL PA 15845

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

(Transfer from service label)

7003 1680 0006 4519 3665

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

STATE OF: IL  
COUNTY OF: Williamson

# AFFIDAVIT OF SERVICE

CASE

THREE RIVERS BANK AND TRUST COMPANY,  
SUCCESSOR TO COMMUNITY SAVINGS BANK, A PA CORP. et. Al. Plaintiff(s)

Case No. 00-1517-CD

vs.  
MARK A. DISMANG AND HOLLY A. DISMANG  
WILLIAM D. FERONTI, SR MARRIAGE, TENANT et. Al. Defendant(s)

SERVICE OF PROCESS ON:

MARK A. DISMANG

(NAME OF ENTITY TO BE SERVED)

NAME OF SERVER:

FREDERICK C. WEISS

UNDERSIGNED, BEING DULY SWORN, DEPOSES AND SAYS THAT HE WAS AT THE TIME OF SERVICE, OVER THE AGE OF TWENTY-ONE, WAS NOT A PARTY TO THIS ACTION:

DATE OF SERVICE:

that on the 5 day of JULY 2005, at 3:56 o'clock P M

PLACE OF SERVICE:

at 402 WEST SCRANTON AVE

in the city of PITTSBURGH state of ILLINOIS

the undersigned served the annexed papers,

DOCUMENTS  
SERVED:

Notice of Sheriff's Sale of Real Property (LIST OF ALL DOCUMENTS SERVED)

PERSON SERVED  
AND METHOD  
OF SERVICE

A true and correct copy of the aforesaid papers were served on the above-named party or witness in the following manner:

☒ By personally delivering them into the hands of the person to be served.

\* ☐ (Substitute) By leaving a copy at his/her usual place of abode with some person of suitable age and discretion then residing therein, to wit: \_\_\_\_\_

☐ By delivering them to an officer or managing agent whose name and title is: \_\_\_\_\_

Other \_\_\_\_\_

\* California law  
requires 3 attempts  
before substitute service  
can be made

DESCRIPTION OF  
PERSON RECEIVING  
DOCUMENTS:

The person receiving documents is described as follows:

Sex MALE : Skin Color WHITE : Hair Color DARK : Facial Hair X

Age (prox.) 45 : Height (prox.) 6'-0" Weight (prox.) 180

☒ To the best of my knowledge and belief, said person was not engaged in the U.S. Military at the time of service.

PROOF OF  
DUE & DILIGENT  
ATTEMPT:

☐ AFTER DUE AND DILIGENT EFFORTS, UNDERSIGNED WAS UNABLE TO EFFECT SERVICE

☐ FACTS INDICATING DEFENDENT IS AVOIDING SERVICE ARE \_\_\_\_\_

\* California law  
requires 3 attempts  
before substitute service  
can be made

\* DATES OF SERVICE  
ATTEMPTED

TIMES  
ATTEMPTED

ADDRESS  
ATTEMPTED

REASON FOR  
NON SERVICE

\_\_\_\_\_: \_\_\_\_ o'clock \_\_\_\_ M  
\_\_\_\_\_: \_\_\_\_ o'clock \_\_\_\_ M  
\_\_\_\_\_: \_\_\_\_ o'clock \_\_\_\_ M

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF  
SERVER:

Undersigned declares under penalty of perjury  
that the foregoing is true and correct.

Subscribed & sworn to before me this

6th day of July, 2005

Fredrick C. Weiss 7/5/05

Name of server

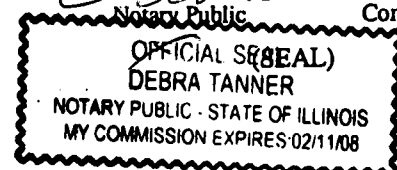
(date)

Debra Tanner

Notary Public

Comm. Exp.

Notarization  
☐ Required  
☐ Not Required



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

THREE RIVERS BANK AND TRUST COMPANY,  
successor to COMMUNITY SAVINGS BANK,  
a Pennsylvania corporation,

Plaintiff,

vs.

MARK A. DISMANG and HOLLY A. DISMANG,

Defendants,

WILLIAM D. FERONTI, SR., married,

Terre Tenant.

**No. 00-1517-CD**

CERTIFIED TRUE AND CORRECT  
COPY:

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

**TAKE NOTICE** that by virtue of the above WRIT OF EXECUTION issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, Pennsylvania, directed, there will be exposed to Public Sale in the **Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830, on Friday, AUGUST 5, 2005, at 10:00 A.M.**, the following described real estate, of which defendants Mark A. Dismang and Holly A. Dismang and William D. Feronti, Sr., married, Terre Terre Tenant, is ~~are~~ the owners or reputed owners:

**SEE EXHIBIT 'A' ATTACHED HERETO, MADE A PART HEREOF  
AND INCORPORATED HEREIN BY REFERENCE THERETO.**

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

**THREE RIVERS BANK AND TRUST COMPANY, successor to COMMUNITY SAVINGS BANK, a Pennsylvania corporation, vs. MARK A. DISMANG and HOLLY A. DISMANG, Defendants, and WILLIAM D. FERONTI, SR., married, Terre Tenant, Ex. No. 00-1517-CD, in the amount of \$114, 474.31, plus costs.**

Claims against property must be filed at the Sheriff's Office of Clearfield County, Pennsylvania, before the above sale date.

Claims to proceeds must be made with the Sheriff's Office of Clearfield County, Pennsylvania, before distribution.

Schedule of Distribution will be filed with the Sheriff's Office of Clearfield County, Pennsylvania, no later than thirty (30) days from the sale date.

Distribution will be made in accordance with the schedule unless exceptions are filed thereon within ten (10) days after the filing of the schedule.

# PROOF OR SERVICE

NAME OF PERSON TO BE SERVED:

Dismang, Mark A.

CASE NUMBER:

00-1517-CD

DATE WHERE SERVED:

7/5/05

TIME SERVED:

3:56pm

Place where served:

402 West Scranton, Pittsburg, IL.

NAME OF SERVER: Frederick C. Weiss

Title: Investigator

Paper Served: ☒ Summons and Complanit

☐ Subpoena

☐ Other: NOTICE OF SHERIFF'S SALE  
OF REAL ESTATE

CHECK ONE BOX BELOW TO INDICATE APPROPRIATE METHOD OF SERVICE ✓

☒ Served personally upon Mark A. Dismang

Sex: M Race: W Age: 45

☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age, and discretion then residing therein. Name of person with whom the summons and complaint were left:

Sex: \_\_\_\_\_ Race: \_\_\_\_\_ Age: \_\_\_\_\_

Further, I do hereby certify that I have deposited in the United States Postal Mail Box, a copy of the documents in a sealed envelope with postage fully prepaid, addressed to the individual to be served. Date Mailed \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

☐ Other (specify) \_\_\_\_\_

## DECLARATION OF SERVER

I declare under penalty under the laws of the United States of America that the foregoing information contained in the Return of Service is true and correct.

Executed on 7/5/05  
Date

Frederick C. Weiss  
Signature of Server

Hurst Investigation Services, Inc.  
P.O. Box 3233  
Fairview Heights, IL 62208

Illinois Detective Agency  
License # 117-000902



Subscribed and sworn to before me this 6th day of July, 2005

Debra Tanner  
Notary Public

Attempts to Serve:

Date and Time:

Date and Time:

Additional Information:

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

**THREE RIVERS BANK AND TRUST COMPANY,**  
successor to **COMMUNITY SAVINGS BANK,**  
a Pennsylvania corporation,

Plaintiff,

vs.

**MARK A. DISMANG and HOLLY A. DISMANG,**

Defendants,

**WILLIAM D. FERONTI, SR., married,**

Terre Tenant.

**No. 00-1517-CD**

**CERTIFIED TRUE AND CORRECT  
COPY:**

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

**TAKE NOTICE** that by virtue of the above WRIT OF EXECUTION issued out of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, Pennsylvania, directed, there will be exposed to Public Sale in the **Clearfield County Courthouse, 1 North Second Street, Suite 116, Clearfield, PA 16830, on Friday, AUGUST 5 2005, at 10:00 A.M.,** the following described real estate, of which defendants Mark A. Dismang and Holly A. Dismang and William D. Feronti, Sr., married, Terre Terre Tenant, is / are the owners or reputed owners:

***SEE EXHIBIT 'A' ATTACHED HERETO, MADE A PART HEREOF  
AND INCORPORATED HEREIN BY REFERENCE THERETO.***

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

***THREE RIVERS BANK AND TRUST COMPANY, successor to COMMUNITY SAVINGS BANK, a Pennsylvania corporation, vs. MARK A. DISMANG and HOLLY A. DISMANG, Defendants, and WILLIAM D. FERONTI, SR., married, Terre Tenant, Ex. No. 00-1517-CD, in the amount of \$114,474.31, plus costs.***

Claims against property must be filed at the Sheriff's Office of Clearfield County, Pennsylvania, before the above sale date.

Claims to proceeds must be made with the Sheriff's Office of Clearfield County, Pennsylvania, before distribution.

Schedule of Distribution will be filed with the Sheriff's Office of Clearfield County, Pennsylvania, no later than thirty (30) days from the sale date.

Distribution will be made in accordance with the schedule unless exceptions are filed thereon within ten (10) days after the filing of the schedule.

Exemptions to Distribution or a petition to Set Aside the Sale must be filed with the Sheriff's Office of Clearfield County, Pennsylvania, no later than ten (10) days from the date when the Schedule of Distribution is filed in the Sheriff's Office of Clearfield County, Pennsylvania.

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

***YOU SHOULD TAKE THIS NOTICE AND THE WRIT OF EXECUTION TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL ADVICE.***

***Court Administrator's Office  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641***

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

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

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

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

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

***YOU MAY ALSO HAVE THE RIGHT TO HAVE THE SHERIFF'S SALE SET ASIDE IF THE PROPERTY IS SOLD FOR A GROSSLY INADEQUATE PRICE OR IF THERE ARE DEFECTS IN THE SHERIFF'S SALE. TO EXERCISE THIS RIGHT, YOU SHOULD FILE***

**A PETITION WITH THE COURT AFTER THE SALE AND BEFORE THE SHERIFF HAS DELIVERED HIS DEED TO THE PROPERTY. THE SHERIFF WILL DELIVER THE DEED IF NO PETITION TO SET ASIDE THE SALE IS FILED WITHIN TEN (10) DAYS FROM THE DATE THE SCHEDULE OF DISTRIBUTION IS FILED IN THE SHERIFF'S OFFICE OF CLEARFIELD COUNTY, PENNSYLVANIA.**

By: 

James Georgakis, Attorney for plaintiff  
One Bigelow Square, Suite 732  
Pittsburgh, PA 15219-3030  
Telephone: (412) 281-1308

**EXHIBIT "A"**

**ALL** that certain tract of land designated as Lot No. 394, Section 25, in the "Treasure Lake Subdivision", situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, and recorded in the Recorder's Office of Clearfield County, PA, in Misc. Docket Map File No. 25.

**HAVING** erected thereon a dwelling known as Lot 394, Section 25, Calabash Street k/a 694 Treasure Lake, DuBois, PA 15801.

**BEING** designated as **TAX MAP #: 128-D02-025-000394-00-21.**

**EXCEPTING AND RESERVING** therefrom and also **UNDER AND SUBJECT TO** the following:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against the owners for the use and/or maintenance of these facilities, which if unpaid, shall become a lien upon the land and be an encumbrance against it.

**BEING** the same property which Daniel R. Hawbaker and Grace S. Hawbaker, husband and wife, by their deed dated September 10, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1787, page 352, granted and conveyed unto Mark A. Dismang and Holly A. Dismang, husband and wife, being the defendants herein.

**SEE ALSO DEED BOOK VOLUME 1973, page 87, which sets forth a conveyance from Mark A. Dismang and Holly A. Dismang, husband and wife, of the above property, to William D. Feronti, Sr., married, being the terre tenant named herein.**

**SEIZED**, taken in execution to be sold as the property of **MARK A. DISMANG AND HOLLY A. DISMANG AND WILLIAM D. FERONTI, SR., MARRIED**, at the suit of **THREE RIVERS BANK AND TRUST COMPANY, SUCCESSOR TO COMMUNITY SAVINGS BANK, A PENNSYLVANIA CORPORATION.**  
**JUDGMENT NO. 00-1517-CD**



For Accountable Mail

DiShaney M. f.

JAMES GEORGALAS

Attorney at Law

One Bigelow Square, Suite 732

Pittsburgh, PA 15219-3030

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified  
☒ Registered Mail  
☐ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Check appropriate block for Registered Mail:  
☐ With Postage Insurance  
☒ Without Postage Insurance

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Adt. Value (If Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1	(1)	Lee Ann Collins, Tax Collector P.O. Box 252 Dubois, PA 15801	.60			.30							
2		Commonwealth of Pennsylvania Department of Public Welfare Department of Health & Welfare Building Room 333, Harrisburg, PA 17120	.60			.30							
3		Commonwealth of Pennsylvania Department of Public Welfare State Office Building Pittsburgh, PA 15222	.60			.30							
4		Commonwealth of PA Dept. of Revenue, Bureau of Compliance Dept. No. 280946 Harrisburg, PA 17128-0946	.60			.30							
5		Total Environmental Solutions ATTN: Betsy 487 Treasure Lake Dubois, PA 15801	.60			.30							
6		Commonwealth of PA, Dept. of Labor & Industry Labor & Industry Building 7th & Forester Streets Harrisburg, PA 17121	.60			.30							
7		Treasure Lake Property Owners Assn. 13 Treasure Lake Dubois, PA 15801	.60			.30							
8			.60			.30							
9			.60			.30							
10			.60			.30							
11			.60			.30							
12			.60			.30							
13			.60			.30							
14			.60			.30							
15			.60			.30							
Total Number of Pieces Listed by Sender			Total Number of Pieces Received at Post Office		Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R800, S913, and S921 for limitations of coverage on insured and COD mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.						
(8)			(8)		J. J. Sherry								

**JAMES GEORGALAS**  
 Attorney at Law  
 One Bigelow Square, Suite 732  
 Pittsburgh, PA 15219-3030

Indicate type of mail:  
☐ Registered  
☐ Insured  
☐ COD  
☐ Certified  
☒ Return Receipt for Merchandise  
☐ Int'l Recorded Del.  
☐ Express Mail

Check appropriate block for Registered Mail:  
☐ With Postal Insurance  
☒ Without Postal Insurance

Affix stamp here if issued as certificate of mailing or for additional copies of this bill.

Postmark and Date of Receipt

Line	Article Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge (If Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1	(a)	Commonwealth of PA Dept. of Revenue Bureau of Compliance P.O. Box 8901 Harrisburg, PA 17105-8901	Commonwealth PA, c/o ROBERT C. EDMUNDSON, Sr. Deputy Atty. General, Financial Enforcement Section, Manor Complex, 564 Forbes Ave,									
2						.60						
3												
4						.60						
5	(b)	Commonwealth of PA, Dept. of Revenue Bureau of Accounts Settlement P.O. Box 2055 Harrisburg, PA 17105				.60						
6												
7												
8	(c)	Commonwealth of PA, Dept. of Revenue Bureau of Accounts Settlement P.O. Box 8901 Harrisburg, PA 17105				.60						
9												
10						.60						
11	(d)	Commonwealth of PA Sales Tax Division 104 State Office Building Pittsburgh, PA 15222										
12												
13												
14												
15												
Total Number of Places Listed by Sender			(5)	Total Number of Places Received at Post Office		(5)	Postmaster, Per (Name of Receiving Employee)					
							J. J. Henry					

The full declaration of value is required on all domestic and international registered mail. The maximum insurable value for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent optional postal insurance. See Domestic Mail Manual R900, S913, and S921 for limitations of coverage on international mail. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.

U.S. Government Printing Office: 1994 -

Form Must be Completed by Typewriter, Ink or Ball Point Pen

PS Form 3877, February 1994

For Accountable Mail

**FILED**

**JUL 18 2005**

William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20140  
NO: 00-1517-CD

PLAINTIFF: THREE RIVERS BANK AND TRUST COMPANY, SUCCESSOR TO COMMUNITY SAVINGS BANK, A  
PENNSYLVANIA CORPORATION

vs.

DEFENDANT: MARK A. DISMANG AND HOLLY A. DISMANG AND WILLIAM D. FERONTI, SR.

Execution REAL ESTATE

SHERIFF RETURN

DATE RECEIVED WRIT: 04/11/2005

LEVY TAKEN 06/27/2005 @ 3:10 PM

POSTED 06/27/2005 @ 3:10 PM

SALE HELD 08/05/2005

SOLD TO SKY BANK, SUCCESSOR TO THREE RIVERS BANK & TRUST COMPANY, SUCCESSOR TO  
COMMUNITY SAVINGS BANK

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 08/23/2005

DATE DEED FILED 08/23/2005

PROPERTY ADDRESS TREASURE LAKE LOT 394, SECT. 25, CALABASH STREET A/K/A 694 TREASURE LAKE  
DUBOIS, PA 15801  
SERVICES

07/19/2005 @ SERVED MARK A. DISMANG

SERVED MARK A. DISMANG, DEFENDANT, BY CERTIFIED MAIL CERT #70033110000193800763 AT P. O. BOX 162, PITTSBURG, IL 62974  
SIGNED FOR BY MARK DISMANG, DEFENDANT WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF THE LEVY.

07/14/2005 @ SERVED HOLLY A. DISMANG

SERVED HOLLY A. DISMANG, DEFENDANT, BY CERTIFIED MAIL CERT #70033110000193800756 AT P. O. BOX 162, PITTSBURG, IL 62974  
SIGNED FOR BY HOLLY A. DISMANG WITH

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTIO, NOTICE OF SALE AND COPY OF THE LEVY.

07/14/2005 @ 1:07 PM SERVED WILLIAM D. FERONTI, SR.

ELK COUNTY SERVED WILLIAM D. FERONTI, SR, DEFENDANT, AT HIS RESIDENCE 248 POWERS POWERS AVENUE, JOHNSONBURG,  
ELK COUNTY, PENNSYLVANIA BY HANDING TO AMANDA FERONTI, WIFE/AAR

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING  
KNOW TO HIM / HER THE CONTENTS THEREOF.

FILED  
010:00301  
AUG 23 2005  
William A. Shaw  
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20140

NO: 00-1517-CD

PLAINTIFF: THREE RIVERS BANK AND TRUST COMPANY, SUCCESSOR TO COMMUNITY SAVINGS BANK, A  
PENNSYLVANIA CORPORATION

vs.

DEFENDANT: MARK A. DISMANG AND HOLLY A. DISMANG AND WILLIAM D. FERONTI, SR.

Execution REAL ESTATE

SHERIFF RETURN

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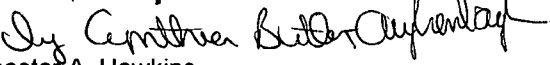
SHERIFF HAWKINS \$249.13

SURCHARGE \$60.00 PAID BY ATTORNEY

Sworn to Before Me This

\_\_\_\_\_ Day of \_\_\_\_\_ 2005  
\_\_\_\_\_

So Answers,

  
  
Chester A. Hawkins  
Sheriff

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

Three Rivers Bank & Trust, successor  
to Community Savings Bank, a Pennsylvania  
corporation

Vs.

NO.: 2000-01517-CD

Mark A. Dismang and Holly A. Dismang

William D. Feronti Sr., Terre Tenant

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due THREE RIVERS BANK & TRUST, successor to COMMUNITY SAVINGS BANK, a Pennsylvania corporation, Plaintiff, from MARK A. DISMANG and HOLLY A. DISMANG, Defendants, and WILLIAM D. FERONTI SR., Terre Tenant:

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:

Personal Property

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

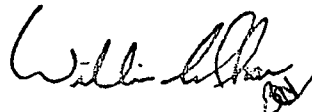
Garnishee(s) as follows:

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/PRINCIPAL:.....\$77,216.83  
INTEREST at the rate of 7.50% from  
December 1, 2000 to April 1, 2005:.....\$18,538.20  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
OTHER COSTS:.....\$3,086.48  
DATE: 06/10/05

PAID:.....\$174.00  
SHERIFF: \$  
LATE CHARGES:.....\$1,056.93  
OTHER COSTS: \$  
ESCROW DEFICIT: \$14,575.87



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 10<sup>th</sup> day  
of June A.D. 2005  
At 3:30 A.M./P.M.

Charles A. Hawkins  
Sheriff By Cynthia Butler-Alphonso

Requesting Party: James Georgalas, Esq.  
One Bigelow Square, Ste. 732  
Pittsburgh, PA 15219  
(412) 281-1308

## EXHIBIT "A"

**ALL** that certain tract of land designated as Lot No. 394, Section 25, in the "Treasure Lake Subdivision", situate in the Township of Sandy, County of Clearfield and Commonwealth of Pennsylvania, and recorded in the Recorder's Office of Clearfield County, PA, in Misc. Docket Map File No. 25.

**HAVING** erected thereon a dwelling known as Lot 394, Section 25, Calabash Street k/a 694 Treasure Lake, DuBois, PA 15801.

**BEING** designated as ***TAX MAP #: 128-D02-025-000394-00-21.***

**EXCEPTING AND RESERVING** therefrom and also **UNDER AND SUBJECT TO** the following:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc., which lien shall run with the land and be an encumbrance against it.
5. The right of the owner or operator of the recreational facilities within the said Treasure Lake Subdivision to assess fees and charges against the owners for the use and/or maintenance of these facilities, which if unpaid, shall become a lien upon the land and be an encumbrance against it.

**BEING** the same property which Daniel R. Hawbaker and Grace S. Hawbaker, husband and wife, by their deed dated September 10, 1996, and recorded in the Recorder's Office of Clearfield County, Pennsylvania, in Deed Book Volume 1787, page 352, granted and conveyed unto Mark A. Dismang and Holly A. Dismang, husband and wife, being the defendants herein.

**SEE ALSO DEED BOOK VOLUME 1973**, page 97, which sets forth a conveyance from Mark A. Dismang and Holly A. Dismang, husband and wife, of the above property, to William D. Feronti, Sr., married, being the terre tenant named herein.

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME MARK A. DISMANG

NO. 00-1517-CD

NOW, August 19, 2005, 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 for the date, time and place of sale at the Court House in Clearfield on August 05, 2005, I exposed the within described real estate of Mark A. Dismang And Holly A. Dismang And William D. Feronti, Sr. to public venue or outcry at which time and place I sold the same to THREE RIVERS BANK AND TRUST COMPANY, SUCCESSOR TO COMMUNITY SAVINGS BANK, A PENNSYLVANIA CORPORATION he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

**SHERIFF COSTS:**

RDR	15.00
SERVICE	15.00
MILEAGE	
LEVY	15.00
MILEAGE	15.39
POSTING	15.00
CSDS	10.00
COMMISSION	0.00
POSTAGE	13.74
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	30.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	9.00
COPIES	15.00
	5.00
BILLING/PHONE/FAX	5.00
CONTINUED SALES	
MISCELLANEOUS	
<b>TOTAL SHERIFF COSTS</b>	<b>\$249.13</b>

**DEED COSTS:**

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	30.00
TRANSFER TAX 2%	0.00
<b>TOTAL DEED COSTS</b>	<b>\$30.00</b>

**PLAINTIFF COSTS, DEBT AND INTEREST:**

DEBT-AMOUNT DUE	77,216.83
INTEREST @ %	0.00
FROM TO 08/05/2005	
PROTH SATISFACTION	
LATE CHARGES AND FEES	1,056.93
COST OF SUIT-TO BE ADDED	
FORECLOSURE FEES	
ATTORNEY COMMISSION	
REFUND OF ADVANCE	
REFUND OF SURCHARGE	60.00
SATISFACTION FEE	
ESCROW DEFICIENCY	14,575.87
PROPERTY INSPECTIONS	
INTEREST	18,538.20
MISCELLANEOUS	3,086.48
<b>TOTAL DEBT AND INTEREST</b>	<b>\$114,534.31</b>

**COSTS:**

ADVERTISING	238.60
TAXES - COLLECTOR	1,455.02
TAXES - TAX CLAIM	
DUE	
LIEN SEARCH	100.00
ACKNOWLEDGEMENT	5.00
DEED COSTS	30.00
SHERIFF COSTS	249.13
LEGAL JOURNAL COSTS	126.00
PROTHONOTARY	174.00
MORTGAGE SEARCH	40.00
MUNICIPAL LIEN	
<b>TOTAL COSTS</b>	<b>\$2,417.75</b>

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



**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:

MARK A. DISMANG  
P. O. BOX 162  
PITTSBURG, IL 62974

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7003 3110 0001 9380 0763

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☒ Agent  
X *Mark A. Dismang*  
B. Received by (Printed Name) ☐ Addressee  
C. Date of Delivery

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

**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:

HOLLY A. DISMANG  
P. O. BOX 162  
PITTSBURG, IL 62974

2. Article Number

(Transfer from service label)

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

7003 3110 0001 9380 0756

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature ☐ Agent  
X *Holly A. Dismang*  
B. Received by (Printed Name) ☐ Addressee  
C. Date of Delivery *7/14/05*

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

7003 3110 0001 9380 0763

7003 3110 0001 9380 0756

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 0.40
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 4.45</b>

Postmark Here  
0830 04  
JUL 11 2005  
PITTSBURG, PA

Sent To  
MARK A. DISMANG  
P. O. BOX 162  
PITTSBURG, IL 62974

PS Form 3800, June 2002 See Reverse for Instructions

**U.S. Postal Service<sup>TM</sup>**  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

Postage	\$ 0.40
Certified Fee	\$2.30
Return Receipt Fee (Endorsement Required)	\$1.75
Restricted Delivery Fee (Endorsement Required)	\$0.00
<b>Total Postage &amp; Fees</b>	<b>\$ 4.45</b>

Postmark Here  
0830 04  
JUL 11 2005  
PITTSBURG, PA

Sent To  
HOLLY A. DISMANG  
P. O. BOX 162  
PITTSBURG, IL 62974

PS Form 3800, June 2002

# Affidavit of Service

Three Rivers Bank & Trust, successor  
to Community Savings Bank, a  
Pennsylvania Corporation  
vs.

No. 1517 Term, 20 00

Mark A. Dismang and Holly A. Dismang  
William D. Feronti, Sr., terra-tenant

Returnable within \_\_\_\_\_ days  
from date of service hereof.

NOW July 14, 20 05 at 1:07 o'clock P.M.

served the within Writ of Exec. & Notice of Sheriff Sale on William D. Feronti, Sr. of  
890 Burning Well Rd., Wilcox, Elk County, PA

at his current address, 248 Powers Ave., Johnsonburg, Elk County, PA

by handing to his wife, Amanda Feronti

a true and attested copy of the original Writ of Exec. & Notice of Sheriff Sale and made

known to her the contents thereof. Sheriff's Costs - \$31.80 PAID

Sworn to before me this 15<sup>th</sup>

day of July A.D. 20 05

Carlae Stog Prothonotary

My Commission Expires January 7, 2008

118.11-010

So answers,

William D. Feronti

Sheriff

Deputy