

00-1577-CD
MELLON BANK, N.A. -vs- SCOTT A. MARKEL et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MELLON BANK, N.A.,
Plaintiff

v.

SCOTT A. MARKEL and
SHARON L. MARKEL,
Defendants

: NO. 00-1577-02

FILED

DEC 20 2000

William A. Shaw
Prothonotary

NOTICE TO DEFEND

TO THE ABOVE NAMED DEFENDANT:

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 pleading 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 claim 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 of any money claimed in the pleading or for any other claims or relief requested by our client. You may lose money or property or other rights important to you.

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

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

DUNAWAY, WEYANDT, MCCORMICK
GERACE & MCGLAUGHLIN

By:

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MELLON BANK, N.A.,	:
Plaintiff	: NO.
	:
v.	:
	:
SCOTT A. MARKEL and	:
SHARON L. MARKEL,	:
Defendants	:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff-Mortgagee is Mellon Bank, N.A., a corporation having its principal office at Two Mellon Bank Center, Pittsburgh, Allegheny County, Pennsylvania 15259.

2. Defendants-Mortgagors are Scott A. Markel and Sharon L. Markel whose last known address is 402 Sarah Street, Osceola, Pennsylvania 16666.

3. At all times material to the Plaintiff's cause of action, the Defendants have been the owners of a tract of land and building erected thereon, herein called "land", located in the Borough of Osceola, County of Clearfield, Commonwealth of Pennsylvania. The land which is the subject of this action is described as follows:

ALL that certain lot or plot of land with a 2-story frame house thereon situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, described as follows:

On the North by Pine Alley 50 feet; on the East by Lot No. 337 of the plan of the Borough of Osceola, 150 feet; on the South by Sarah Street, 50 feet; on the West by Lot No. 339 of the plan of the Borough of Osceola, 150 feet to Pine Alley. Identified as Clearfield County Assessment Map #016-013-381-16.

BEING the same premises conveyed to Scott A. Markel and Sharon L. Markel by deed of Patrick H. Mowrey and Kim Mowrey Hobba, Trustees of the Kim

Mowrey Hobba Family Trust and Kim Mowrey Hobba and Patrick H. Mowrey, individually, by deed dated November 30, 1995 and recorded in Clearfield County Deeds and Records Book 1724, Page 486.

4. On or about April 30, 1997, in consideration of a loan of \$41,152.00 made by Mellon Bank, N.A., to Defendants, the Defendants executed and delivered to Mellon Bank, N.A., a Note secured by a Mortgage on the land obligating Defendants to pay Mellon Bank, N.A., \$41,152.00 with interest at the rate of 9.44% per annum in 180 monthly payments of \$432.77 each. The Mortgage is recorded in Clearfield County Record Book Volume 1838, page 517. A true and correct copy of this Mortgage is attached hereto as Exhibit "A" and is incorporated herein by reference.

5. The Defendants are in default with respect to the said Mortgage and Note because they have failed to make the payments due for the months of May 2000, through November 2000.

6. Under the terms of the Mortgage Note attached hereto as Exhibit "B" and incorporated herein by reference, Defendants are obligated to pay Plaintiff as follows:

Unpaid Principal Balance:	\$40,289.31
Interest Through 11/10/00:	1,492.94
Late Charges:	<u>75.00</u>
TOTAL:	\$41,857.25

with an attorney's commission of 20%, interest accruing at the rate of \$9.33 per day, costs and expenses to be added.

7. All payments made by Defendants and other credits due to them have been applied to the amounts due as provided in the Note and the Mortgage.

8. The Defendants are the present owners of the land.
9. Plaintiff has complied with the requirements of Act 6 of January 30, 1974, by forwarding a Notice of Intention to Foreclose to the Defendants on September 15, 2000, by certified mail. A true and correct copy of the notice is attached hereto as Exhibit "C" and incorporated herein by reference.
10. Plaintiff has complied with the requirements of Act 91 of 1983 by forwarding the required notice by certified mail to the Defendants. A true and correct copy of the notice is attached hereto as Exhibit "D".
11. A true and correct copy of the certified mail receipts by which the notices were mailed to Defendants and received by Defendants, or returned by the U.S. Post Office, are attached hereto as Exhibit "E".
12. Defendants have made no response to the Act 6 and Act 91 notices.
13. Plaintiff has performed all conditions precedent to its right to payment under the Mortgage and Note.

WHEREFORE, Plaintiff requests the entry of judgment in mortgage foreclosure against the Defendants in favor of Plaintiff in the amount of \$41,857.25 together with all interest, reasonable attorney's commission, expenses and costs of this suit.

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By: 

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF ALLEGHENY :

I, LAURA CORTAZZO, state that I am Foreclosure Specialist of Mellon Bank, N.A., and verify that the statements made in the Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

MELLON BANK, N.A.

By:

Laura Cortazzo

Date: 11/28/00

Vol 1838 517

0100 152-1045720

Mortgage

Pennsylvania - Residential Property

E-250 Rev. (99) E.C. 694 LD 397

This Mortgage is made this 30th day of April, 1997.

between

SCOTT A MARKEL

SHARON L MARKEL

(hereinafter called "Mortgagor") and

MELLON BANK, N. A.

(hereinafter called "Mortgagee"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

Whereas, SCOTT A MARKEL

SHARON L MARKEL

(hereinafter individually and collectively called "Borrower") (is) (are) indebted to Mortgagee in the principal sum of

\$43,653.00

Dollars (\$ 43,653.00)

evidenced by a note, contract or letter of credit application

(The Note) dated April 30, 1997.

To secure the payment of all sums due or which may become due under the Note and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Note and this Mortgage, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell and convey unto Mortgagee and its successors

and assigns all that certain property situated in

CLEARFIELD

County,

Pennsylvania, and more particularly described in Exhibit "A", attached hereto and made a part hereof.

Together With All the buildings and improvements situated thereon, the privileges and appurtenances thereto belonging, and the severies and subdivisions, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property").

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

Provided, However, that upon payment in full of the Obligation, the estate hereby granted shall be discharged.

Mortgagor represents, warrants, covenants, and agrees that:

First: Mortgagor will keep and perform all the covenants and agreements contained herein.

Second: Without prior written consent of Mortgagee, Mortgagor shall not cause or permit legal or equitable title to all or part of the Mortgaged Property to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

Third: Mortgagor warrants that Mortgagor owns the fee simple title to the Mortgaged Property free and clear of all liens, claims, and encumbrances except those in which Mortgagee has consented in writing. Mortgagor covenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Mortgagee in writing.

Fourth: Mortgagor will pay when due all taxes, assessments, fees, and other charges on or against the Mortgaged Property which may accrue or become due during the term of this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, fees, or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

Fifth: Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee or its authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the written consent of Mortgagee, Mortgagor will not permit a removal or demolition of improvements now or hereafter erected on

PARCEL 16-013-381-16 402 SARAH ST OSCEOLA PA 16666

Page 1 of 1

EXHIBIT 'A'

Property under said leases or otherwise. Mortgagee shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, to take possession of and rent the Mortgaged Property, and to take any action, including legal action, it deems necessary to preserve Mortgagor's or Mortgagee's rights under such leases. Mortgagor shall not collect any rent in advance of the date it is due.

Twelfth: In the event that (a) any warranty, covenant, or agreement contained herein is breached; (b) any representation or warranty contained herein or otherwise made by any Mortgagor in connection with this Mortgage proves to be false or misleading; (c) any default occurs under the terms of the Note or any agreement evidencing, securing, or otherwise executed and delivered by any Borrower or Mortgagor in connection with the Obligation; (d) any default occurs under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property; (e) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; (f) any Mortgagor becomes insolvent or makes an assignment for the benefit of creditors; or (g) any action, petition or other proceeding is filed or commenced under any state or federal bankruptcy or insolvency law, by Mortgagor or anyone else, regarding the assets of Mortgagor; then, in addition to exercising any rights which Mortgagee may have under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property

by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Obligation, together with costs of sale and an attorney's commission equal to the lesser of (a) 20% of the amount due or \$500.00, whichever is greater, or (b) the maximum amount permitted by law. Mortgagor hereby forever waives and releases all errors in the said proceedings, stay of execution, and the right of inquisition and extension of time of payment.

Thirteenth: The rights and remedies of Mortgagee provided herein, in the Note, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Mortgagee's sole discretion, and may be exercised as often as necessary; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Fourteenth: The covenants, conditions and agreements contained herein shall bind the heirs, personal representatives, and successors of Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of Mortgagee.

Fifteenth: This Mortgage shall be governed in all respects by the laws of Pennsylvania. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

Recorded in the Recorder's Office of
CLEARFIELD COUNTY, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
RECORDED OF RECORD
DATE 11/28/01 5:59 PM
BY MELISSA BARK
FEES 15.50
Karen L. Starck, Recorder

Vol 1838 Page 520

Witness the due execution and sealing hereof the day and year first above written:

Witness	<u>[Signature]</u>	Mortgagee	SCOTT & MARVEL	(Full)
X		X	<u>[Signature]</u>	
Witness	<u>[Signature]</u>	Mortgagee	SHARON L. MARVEL	(Full)
X		X	<u>[Signature]</u>	
Witness	<u>[Signature]</u>	Mortgagee		(Full)
X		X		

MILLON BANK, N. A. Mortgage within amount

lender certifies that its principal place of business is at

MILLON BANK CENTER PITTSBURGH, PENNSYLVANIA 15250

MILLON BANK, N. A. By [Signature]

COMMONWEALTH OF PENNSYLVANIA

County of Chapin

On the 30th day of April, 1927, before me personally met

SCOTT & MARVEL, N. A. MARVEL, who, being

fully aware of the contents of this deed did sign the foregoing instrument, and that the same is true

has not and will not in any way whereby I have become a subscriber my name.

Notary Public
[Signature]
My Commission Expires

Notary Seal
Notary Public
Chapin County, Pennsylvania
My Commission Expires March 1, 1931

Commonwealth of Pennsylvania

County of _____

Recorded in the Office of the Recorder of Deeds in and for said County on the _____ day of _____

in Mortgage Book Volume _____, page _____

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

Witness

From SCOTT A MARCEL

SHARON L MARCEL

To MELLOW BANK, N. A.

Recorder mail to MELLOW BANK N.A.
P.O. BOX 149
PITTSBURGH, PA 15230-0149

G00478436
0100 00152

Legal Descriptions: All that certain property situated in the BOROUGH OF
OSCEOLA, in the County Of CLEARFIELD, and Commonwealth of PENNSYLVANIA,
being described as follows: PARCEL 16-013-381-16 and being more fully
described in a deed dated 11/30/95, and recorded 12/18/95, among the land
records of the county and state set forth above, in Deed Book 1724, page
486.

EXHIBIT "B"

I have an interest in the property described below, including all attachments and parts which are installed in or attached to the property, or which are attached to the property in the future, and all proceeds of the property and attachments and parts.

Year	Make	Model	Serial Number	Model Number
1981	Ford	Mustang	1A0111111	

Payment Methods - I have to make payments by the method checked below

☐ Payment Method #1: I authorize you to take payments out of _____ on or after the dates they are due. I will keep a large enough balance in this account to cover the full amounts of the required payments.

☒ Payment Method #2: I will mail or deliver each payment to you so that you will receive it no later than the date it is due.

If I have chosen Payment Method #1, you may require me to change Payment Method #2 if I fail at any time to have a large enough balance in the deposit account shown above to cover the full amount of a payment required under this note, or if the deposit account is closed.

Property Insurance: Insurance against loss of or damage to the Collateral ☒ is required ☐ is not

Lender: FARMERS FIRE Agent (if home): SINLER INSURANCE

☐ Flood insurance ☒ is required in connection with this loan ☐ is not

If flood insurance or other insurance on real or personal property is required in connection with this loan, I may obtain such insurance from anyone I want that is acceptable to you.

THE ADDITIONAL TERMS ON PAGES 3 AND 4 OF THIS NOTE ARE A PART OF THIS NOTE.

Creditor's Designation of Co-Signer: I, the undersigned, hereby designate the following person as a co-signer on this loan:

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Creditor can collect this debt from you without first trying to collect from the borrower. The Creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

Signature of Co-Signer: I, the undersigned, hereby designate the following person as a co-signer on this loan:

BY SIGNING THIS NOTE, I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY OF PAGES 1 THROUGH 4 OF THIS NOTE AND THE DISCLOSURES ON PAGE 1 WITH ALL APPLICABLE BLANKS APPROPRIATELY FILLED IN, PRIOR TO THE CONSUMMATION OF THE TRANSACTION. THE ADDITIONAL TERMS ON PAGES 3 AND 4 ARE PART OF THIS NOTE.

Borrower <u>SCOTT A. MARKEL</u>	(Signature)	Borrower	(Signature)
Borrower <u>SHARON L. MARKEL</u>	(Signature)	Borrower	(Signature)

If applicable, this installment loan corresponds to relationship demand deposit account _____

NOTICE: If I have a dispute with you regarding my loan, I understand that any check or other instrument I submit to you as payment in full of my loan must be sent or delivered to Mellon Bank, N.A., P.O. Box 535001, Pittsburgh, PA 15253-5001 or any other address for such payments you advise me of in the future.

****THIS CORRESPONDS TO A SIMPLE INTEREST RATE OF 8.45% PER YEAR IN YEARS OF 366 DAYS. THE RATE WILL BE 1/365 HIGHER THAN WOULD BE IN THE CASE IN YEARS OF 365 DAYS.**

Additional Terms

Events of Default:
I will be liable for this note if: (1) my payment is not made when it is due; (2) I break any promise in this note; (3) you discover a false or misleading statement in this note or in any other information I have given you; (4) anyone attempts to seize, attach, or take possession of the Collateral under any legal process; (5) the Collateral is lost, destroyed, stolen, or abandoned; (6) I die; (7) I make any assignment for the benefit of creditors; (8) I become insolvent; (9) any petition relating to my debts is filed under any federal or state bankruptcy law; (10) I default under the terms of any lease, mortgage, or deed of trust on the property where the Collateral is kept; (11) anyone attempts to garnish or attach any deposit or other property belonging to me which is in your possession; (12) any insurance policy securing this note matures for any reason; (13) any event occurs which, under the terms of any mortgage or deed of trust securing this note, gives you the right to foreclose on the property securing this note; any person who signs a separate security agreement to secure this note breaks any promise in the security agreement; any person who signs a mortgage, deed of trust, or separate security agreement to secure this note dies, becomes insolvent, or makes any assignment for the benefit of creditors; any petition relating to such a person's debts is filed under any federal or state bankruptcy law; or you discover any false or misleading statement in such a mortgage, deed of trust, or security agreement.

Your Rights in the Event of Default:

If any of these events of default occurs, or if I voluntarily give you possession of the Collateral, you have the right, if you choose to do so, to declare all amounts which I owe under this note immediately due, subject to any requirements for notice and a right to cure the default imposed by law. You may, without judicial process, take possession of the Collateral and anything contained in it which is attached to it. You can enter any private property in order to do this, so long as you do not commit a breach of the peace. If you tell me to do so, I will deliver the Collateral to any place you choose which is reasonably convenient to both of us.

I must send you a notice by certified mail within 48 hours after you take the Collateral in order to get back any property contained in the Collateral or attached to it which I do not believe is covered by your security interest. If I do not do this, I will lose the right to claim such property.

You can also sue me in court to get the Collateral if you choose to do so. If you employ an attorney who is not your salaried employee to collect any amount which I owe under this note or to protect your rights under this note in any way, I will pay reasonable attorney's fees permitted by law, and costs of any legal proceedings. I hereby waive the benefit of all Indiana valuation and appraisal laws.

My Duties Regarding the Collateral:

If I am obtaining this loan in order to purchase any of the Collateral, I will purchase it promptly after receiving the loan proceeds from you. Anyone who has or will have an ownership interest in the Collateral is signing either this note or a separate security agreement. No one else except you has or will have a security interest in the Collateral or any legal rights in it.

I will tell you promptly in writing if I change my address. Unless you keep the Collateral, I will keep it at the address in my loan application or I will tell you in writing where I am keeping it. I will not permanently remove the Collateral from that location unless you give me written permission to do so.

I will not allow the Collateral to be attached to real property or to any other goods without your written permission. I will not allow the Collateral to lose its identity or to be used for any illegal purpose.

If the law of any state requires or permits a certificate of title to be issued covering any of the Collateral, I will make certain that your security interest is noted on the certificate of title. I will see that the certificate of title is delivered to you within 10 days of the date of this note.

I will keep the Collateral in good condition and repair, except for reasonable wear and tear, and will pay all taxes and other charges which may be assessed on it. If I fail to do so, you may, if you choose, take reasonable steps to protect the Collateral and pay such taxes, other charges, or costs of repair and maintenance for me. If you do this, you may require me to reimburse you, immediately or at any later time, for any such taxes, charges, or costs which you have paid. At the time you pay such amounts or at any later time, you may add the unpaid balance of such amounts to the unpaid balance of the Principal Amount of this note. You may require me to pay interest on the unpaid balance of such amounts at the rate shown on page 1 of this note or at any lower rate. You may, if you choose, increase the amount of my monthly payment until I have fully reimbursed you for such amounts.

I will give you written proof of payment of any such taxes or charges and the costs of any repairs, if you request it. You have the right to inspect the Collateral at any reasonable time. If the Collateral is lost, damaged, or destroyed, I will still pay everything I owe under this note.

Insurance:

If you require me to, I will insure the Collateral against loss or damage. If you require me to buy flood insurance, I will buy the amount of insurance coverage which you require. Any insurance policy will provide for payment of the insurance proceeds to you to the extent necessary to pay the amounts which I owe under this note. I will give you any insurance policy or a certificate to show that I have it. If I do not buy and maintain the required insurance, or if I do not pay the premiums, you may, if you choose, do these things for me. If you do this and I do not reimburse you for the premiums within a specified time, you may add the unpaid balance of the premiums to the unpaid balance of the Principal Amount of this note. In this case, interest will be charged on the unpaid balance of these premiums at the rate shown on page 1 of this note, beginning on the date you paid the premiums.

I direct all insurance companies providing flood insurance, other insurance on real or personal property, or credit insurance in connection with this loan to pay you any money owed to me (including any premiums which are returned for any reason). You may use any such money to pay amount which I owe under this note. I appoint you as my attorney in fact to endorse my name to any draft or check for such purpose.

Miscellaneous:

This note is secured as indicated in the Federal Truth in Lending Disclosures on page 1 of this note. All the provisions of any security deed of trust, or other separate security agreement which I have signed to secure this note are a part of this note.

I will sign any documents you consider to be necessary, and I will pay all fees and taxes which must be paid to public officials and which are disclosed in the Federal Truth in Lending Disclosures on page 1 of this note, to perfect any security interest which I have given you and to record and satisfy any mortgage which I have given you. I appoint you as my attorney in fact to do whatever you consider to be necessary to acquire and maintain the lien of the mortgage and to perfect and maintain perfection of these security interests.

If at any time you agree to extend the dates on which payments are due under this note, you may charge me a fee for such extension not exceeding \$50.00 for each month or partial month of the extension period (subject to any limitations imposed by law). You may also require me to pay interest for the extension period at the beginning of the extension period, subject to any limitations imposed by law. You have no obligation to agree to any extension; and, subject to any limitations imposed by law, the terms of this paragraph can be changed if you and I later agree to different terms.

If at any time you reasonably believe that the value of the Collateral has become insufficient to secure the amounts which I owe and any amounts which I may owe in the future under this note, I will give you additional collateral.

If any money which I owe under this note is not paid when it is due, you have the right to take that amount from any deposit which I have with you, now or in the future, other than deposits in Individual Retirement Accounts or Keogh (H.R. 10) Plans, or deposits in which the law prohibits you from having a security interest.

You will continue to have any security interests which you have taken in connection with any previous note which is being refinanced by this note. If you have any liens on my property as a result of entering judgment under the terms of any previous note which is being refinanced by this note, you may retain those liens to secure the amounts refinanced. I do not have any defense to the enforcement of any such judgment.

Regardless of the terms of any other document, this note will not be secured by any deposit other than those which I have with you individually or jointly, nor by any other property, unless a security interest in such deposit or other property has been given to you in this note or in a document referring specifically to this note or another extension of credit. Further, this note will not be secured by any real property unless a security interest in such real property has been given to you in a document referring specifically to this note or a previous note which is being refinanced by this note, or you have a lien on such real property as a result of entering judgment under the terms of a previous note which is being refinanced by this note.

I authorize you to pay that part of the Principal Amount shown in the itemization of the Amount Financed on page 1 of this note as "Amount given to me directly," and any money which you may owe me for any reason in connection with this loan, to any or to all of the persons signing this note as "Borrower." My endorsement of a check for any part of this amount will evidence my consent to payment of that part of the Principal Amount to any other payee named on the check.

If, on any particular occasion or for a period of time, you do not charge me a rate or amount which I am obligated to pay under this note, or charge me a lesser rate or amount, or do not enforce a right or remedy which you have under this note, or enforce a right or remedy to a lesser extent than permitted by this note, you will still have the right to charge the full rate or amount or enforce that right or remedy to its fullest extent at any subsequent time. If I make a partial payment and you accept it, even though it is designated as full payment, I will still owe the rest of the money I should have paid; however, see the notice on page 2 regarding such payments when I have a dispute with you regarding my loan. In addition to the rights and remedies provided in this note, you will have all rights and remedies provided by law.

I may pay all or any part of the Principal Amount before it is due, without any penalty.

The unpaid balance of the Principal Amount for any day is determined by taking the beginning balance for that day, adding any amount which you add to the Principal Amount that day under the terms of this note, and subtracting that portion of any payment which is applied that day to the Principal Amount. Payments will be applied first to interest and any other charges due, then to the Principal Amount. Payments received on Saturdays, Sundays, or holidays will be credited as if made on the following business day.

If I have signed a request for credit insurance, the provisions of that form and the Group Credit Life Insurance Certificate are a part of this note.

If it is determined for any reason that a part of this note is invalid or unenforceable, this will not affect any other part of this note. This note will then be read as if the invalid or unenforceable part were not there.

You can transfer your rights and privileges under this note to anyone you choose. My duties under this note will be performed by my heirs and personal representatives. I will not transfer any rights which I have under this note to anyone. I understand that my obligations to you under this note will not be affected by any divorce proceeding nor by any order of court issued in such a proceeding.

Federal law applies to certain aspects of this Promissory Note, including but not limited to the finance charge. The laws of PENNSYLVANIA will apply to all other aspects of this Note.

I/We acknowledge that these are pages 3 and 4 of the Promissory Note (Secured) which I/We have signed on page 2.

SCOTT A. MARKEL

SHARON L. MARKEL

(Initials)

(Initials)

(Initials)

(Initials)

DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN
ATTORNEYS AT LAW
919 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801

REED McCORMICK
CHARLES J. WEYANDT
ANTHONY J. GERACE, JR.
RONALD S. McGLAUGHLIN

(814) 231-1850
FAX (814) 231-1860
dunlaw@mindspring.com

WAYLAND F. DUNAWAY
RETIRED

September 15, 2000

CERTIFIED MAIL #P 116 604 614

Scott A. Markel
402 Sarah Street
Osceola, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mr. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Scott A. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,


Ronald S. McGlaughlin

RSM/jrc

DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN

ATTORNEYS AT LAW
919 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801

(814) 231-1850
FAX (814) 231-1860
dunlaw@mindspring.com

REED McCORMICK
CHARLES J. WEYANDT
ANTHONY J. GERACE, JR.
RONALD S. McGLAUGHLIN

WAYLAND F. DUNAWAY
RETIRED

September 15, 2000

CERTIFIED MAIL #P 116 604 610

Scott A. Markel
P.O. Box 72
Osceola Mills, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mr. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Scott A. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

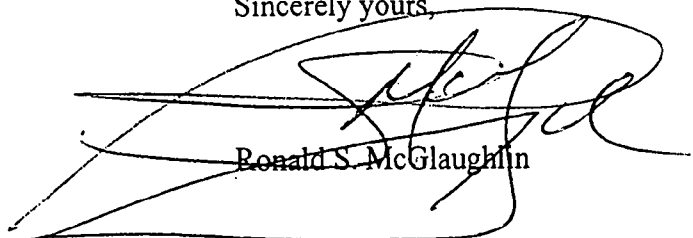
If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,



Ronald S. McGlaughlin

RSM/jrc

DUNAWAY, WEYANDT, MCCORMICK, GERACE & MCGLAUGHLIN

ATTORNEYS AT LAW

919 UNIVERSITY DRIVE

STATE COLLEGE, PA 16801

(814) 231-1850

FAX (814) 231-1860

dunlaw@mindspring.com

REED MCCORMICK

CHARLES J. WEYANDT

ANTHONY J. GERACE, JR.

RONALD S. MCGLAUGHLIN

WAYLAND F. DUNAWAY

RETIRED

September 15, 2000

CERTIFIED MAIL #P 116 604 616

Scott A. Markel
R.R. #3, Box 1109
Morrisdale, PA 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mr. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Scott A. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

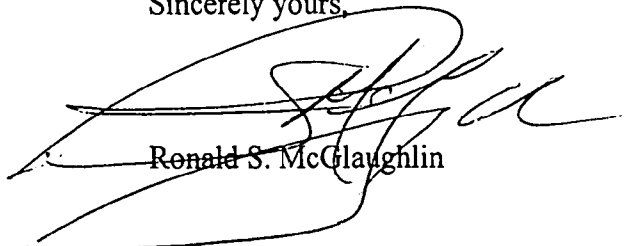
If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,



Ronald S. McGlaughlin

RSM/jrc

DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN

ATTORNEYS AT LAW

919 UNIVERSITY DRIVE

STATE COLLEGE, PA 16801

(814) 231-1850

FAX (814) 231-1860

dunlaw@mindspring.com

REED McCORMICK

CHARLES J. WEYANDT

ANTHONY J. GERACE, JR.

RONALD S. McGLAUGHLIN

**WAYLAND F. DUNAWAY
RETIRED**

September 15, 2000

CERTIFIED MAIL #P 116 604 613

Sharon L. Markel
402 Sarah Street
Osceola, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Ms. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Sharon L. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,



Ronald S. McGlaughlin

RSM/jrc

Copy

DUNAWAY, WEYANDT, MCCORMICK, GERACE & MCGLAUGHLIN

ATTORNEYS AT LAW
919 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801

REED MCCORMICK
CHARLES J. WEYANDT
ANTHONY J. GERACE, JR.
RONALD S. MCGLAUGHLIN

(814) 231-1850
FAX (814) 231-1860
dunlaw@mindspring.com

WAYLAND F. DUNAWAY
RETIRED

September 15, 2000

CERTIFIED MAIL #P 116 604 612

Sharon L. Markel
P.O. Box 72
Osceola Mills, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Ms. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Sharon L. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,

Ronald S. McGlaughlin

RSM/jrc

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 attached notice to find out how the
program works.

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

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

ACT 91 NOTICE
IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
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

Date: September 15, 2000
RE: Account No. 152-1045733

TO: Scott A. Markel
FROM: Ronald S. McGlaughlin, Esquire

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' 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 established 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 proceeding 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: Laura Cortazzo, Mellon Bank, N.A., Two Mellon Bank Center, Room AB-50, Pittsburgh, Pennsylvania 15259, telephone number (412) 234-6637.

The names and address of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in 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 the delinquency

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

is \$2,208.85. That sum includes the following: monthly payments in the amount of \$432.77 from May, 2000 through September, 2000 and late charges in the amount of \$75.00.

Your mortgage is also in default for the following reasons: N/A

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 this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the 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 postmarked 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 other 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 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 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 Foreclosure". 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,


Ronald S. McGlaughlin

RSM/jrc

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

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

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, Pennsylvania
(814) 696-3546

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

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 attached notice to find out how the
program works.

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

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

ACT 91 NOTICE
IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
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

Date: September 15, 2000
RE: Account No. 152-1045733

TO: Sharon L. Markel
FROM: Ronald S. McGlaughlin, Esquire

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' 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 established 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 proceeding 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: Laura Cortazzo, Mellon Bank, N.A., Two Mellon Bank Center, Room AB-50, Pittsburgh, Pennsylvania 15259, telephone number (412) 234-6637.

The names and address of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in 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 the delinquency

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

is \$2,208.85. That sum includes the following: monthly payments in the amount of \$432.77 from May, 2000 through September, 2000 and late charges in the amount of \$75.00.

Your mortgage is also in default for the following reasons: N/A

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 this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the 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 postmarked 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 other 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 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 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 Foreclosure". 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,


Ronald S. McGlaughlin

RSM/jrc

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

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

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, Pennsylvania
(814) 696-3546

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

P 116 604 613

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to Sharon L. Markel	
Street & Number 402 Sarah St.	
Post Office, State, & ZIP Code Osceola, PA 16666	
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date 9/15/00	

PS Form 3800, April 1995

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:

Sharon L. Markel
402 Sarah Street
Osceola, PA 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X Sharon Markel

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below: ☐ Agent ☐ Addressee

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number (Copy from service label)

P116 604 613

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

P 116 604 617

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to Sharon L. Markel	
Street & Number P.O. Box 72	
Post Office, State, & ZIP Code Osceola Mills, PA 16666	
Postage	\$.35
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.20
Postmark or Date 9/15/00	

PS Form 3800, April 1995

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:

Sharon L. Markel
P.O. Box 72
Osceola Mills, PA 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date

C. Signature

X Sharon Markel

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below: ☐ Agent ☐ Addressee

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

2. Article Number (Copy from service label)

P116 604 617

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

EXHIBIT "E"

P 116 604 612

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to Sharon L. Markel	
Street & Number P.O. Box 72	
Post Office, State, & ZIP Code Osceola, Mills, PA 16666	
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date 9/15/00	

PS Form 3800, April 1995

P 116 604 618

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to Sharon L. Markel	
Street & Number 402 Sarah St.	
Post Office, State, & ZIP Code Osceola, PA 16666	
Postage	\$.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.20
Postmark or Date 9/15/00	

PS Form 3800, April 1995

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.

Article Addressed to:

Sharon L. Markel

P.O. Box 72

Osceola, Mills, Pa. 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X *Sharon Markel*

Agent

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail☐ Registered☐ Insured Mail

4. Restricted Delivery? (Extra Fee)

☐ Yes ☐ No

Article Number (Copy from service label)

P116 604 612

PS Form 3811 July 1999 Domestic Return Receipt

102595-99-M-786

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.

Article Addressed to:

Sharon L. Markel

402 Sarah St.

Osceola, PA 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X *Sharon Markel*

Agent

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail☐ Registered☐ Insured Mail

4. Restricted Delivery? (Extra Fee)

☐ Yes ☐ No

Article Number (Copy from service label)

P116 604 618

PS Form 3811 July 1999 Domestic Return Receipt

102595-99-M-1789

P 116 604 621

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to Scott A. Markel	
Street & Number RR #3, Box 1109	
Post Office, State, & ZIP Code Morrisdale, PA 16858	
Postage	\$.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.20
Postmark or Date 9/15/00	

PS Form 3800, April 1996

P 116 604 616

US Postal Service
Receipt for Certified Mail
 No Insurance Coverage Provided.
 Do not use for International Mail (See reverse)

Sent to Scott A. Markel	
Street & Number RR #3, Box 1109	
Post Office, State, & ZIP Code Morrisdale, PA 16858	
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date 9/15/00	

PS Form 3800, April 1996

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.

Article Addressed to:

Scott A. Markel
RR #3, Box 1109
Morrisdale, PA 16858

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Irene Sabel	B. Date of Delivery 9-18-00
C. Signature Scott A. Markel	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
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 type="checkbox"/> Yes	

Article Number (Copy from service label)

0116604621
 PS Form 3811, July 1999
 Domestic Return Receipt
 102595-99-M-1789

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.

Article Addressed to:

Scott A. Markel
RR #3, Box 1109
Morrisdale, PA 16858

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Irene Sabel	B. Date of Delivery 9-18-00
C. Signature Scott A. Markel	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
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 type="checkbox"/> Yes	

Article Number (Copy from service label)

0116604616
 PS Form 3811, July 1999
 Domestic Return Receipt
 102595-99-M-1789

P 116 604 619

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to Scott A. Markel	
Street & Number 402 Sarah St.	
Post Office, State, & ZIP Code Osceola, PA 16666	
Postage	\$.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.20
Postmark or Date 9/15/00	

PS Form 3800, April 1995

P 116 604 620

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to Scott A. Markel	
Street & Number P.O. Box 72	
Post Office, State, & ZIP Code Osceola Mills, PA 16666	
Postage	\$.55
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 3.20
Postmark or Date 9/15/00	

PS Form 3800, April 1995

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.

Article Addressed to:

Scott A. Markel
102 Sarah St.
Osceola, PA 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Scott A. Markel	B. Date of Delivery 9/13/00
C. Signature Scott A. Markel	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: RR 3 Box 1105 MORRISDALE, PA. 16858	
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 type="checkbox"/> Yes	

Article Number (Copy from service label)

16604619

Form 3811, July 1995

Domestic Return Receipt

102595-99-M-1789

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.

Article Addressed to:

Scott A. Markel
P.O. Box 72
Osceola Mills, PA
16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Scott A. Markel	B. Date of Delivery 9/13/00
C. Signature Scott A. Markel	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below: RR 3 Box 1105 MORRISDALE, PA. 16858	
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 type="checkbox"/> Yes	

Article Number (Copy from service label)

P 116 604 620

PS Form 3811, July 1995

Domestic Return Receipt

102595-99-M-1789

P 116 604 610

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	Scott A. Markel
Street & Number	P.O. Box 72
Post Office, State, & ZIP Code	Osceola Mills, PA 16666
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date	9/15/00

PS Form 3800, April 1995

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:

Scott A. Markel
P.O. Box 72
Osceola Mills, PA 16666

COMPLETE THIS SECTION ON DELIVERY**A. Received by (Please Print Clearly)**

Scott A. Markel 9/22/00

B. Date of Delivery**C. Signature**

Scott A. Markel ☐ Agent ☒ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ Yes ☒ No

RE 3 Box 1108
MORESDALE, PA 16855

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)

P 116 604 610

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

P 116 604 614

US Postal Service

Receipt for Certified Mail

No Insurance Coverage Provided.

Do not use for International Mail (See reverse)

Sent to	Scott A. Markel
Street & Number	402 Sarah St.
Post Office, State, & ZIP Code	Osceola, PA 16666
Postage	\$.33
Certified Fee	1.40
Special Delivery Fee	
Restricted Delivery Fee	
Return Receipt Showing to Whom & Date Delivered	1.25
Return Receipt Showing to Whom, Date, & Addressee's Address	
TOTAL Postage & Fees	\$ 2.98
Postmark or Date	9/15/00

PS Form 3800, April 1995

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:

Scott A. Markel
402 Sarah St.
Osceola, PA 16666

COMPLETE THIS SECTION ON DELIVERY**A. Received by (Please Print Clearly)**

Scott A. Markel 9/22/00

B. Date of Delivery**C. Signature**

Scott A. Markel ☐ Agent ☒ Addressee

D. Is delivery address different from item 1?

If YES, enter delivery address below: ☐ Yes ☒ No

RE 3 Box 1108
MORESDALE, PA 16858

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)

P 116 604 614

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

FILED

11/12/01
DEC 20 2000
80.00
2 cc Sheriff

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10526

MELLON BANK

00-1577-CD

VS.

MARKEL, SCOTT A. and SHARON L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

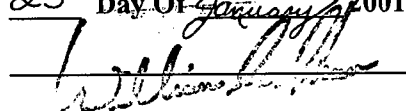
NOW JANUARY 8, 2001 AT 3:23 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORELCOSURE ON SCOTT A. MARKEL, DEFENDANT AT RESIDENCE, 402 SARAH ST., OSCEOLA MILLS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO SCOT A. MARKEL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.
SERVED BY: NEVLING.

NOW JANUARY 19, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO SHARON L. MARKEL, DEFENDANT. NEW ADDRESS: PO BOX 398, GUALALA, CA. 95445.

Return Costs


Cost	Description
33.74	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

Sworn to Before Me This

23 Day Of January 2001


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

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MELLON BANK, N.A.,
Plaintiff

v.

SCOTT A. MARKEL and
SHARON L. MARKEL,
Defendants

:
: NO. 00-1577-QD
:
:
:
:
:
:

NOTICE TO DEFEND

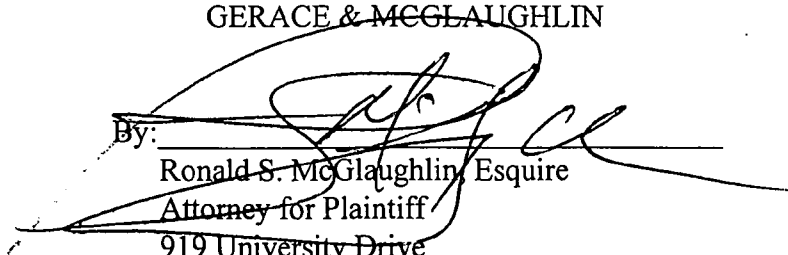
TO THE ABOVE NAMED DEFENDANT:

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 pleading 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 claim 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 of any money claimed in the pleading or for any other claims or relief requested by our client. You may lose money or property or other rights important to you.

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

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

DUNAWAY, WEYANDT, MCCORMICK
GERACE & MCGLAUGHLIN

By: 
Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

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

DEC 20 2000

A


Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MELLON BANK, N.A.,	:
Plaintiff	: NO.
	:
v.	:
	:
SCOTT A. MARKEL and	:
SHARON L. MARKEL,	:
Defendants	:

COMPLAINT IN MORTGAGE FORECLOSURE

1. Plaintiff-Mortgagee is Mellon Bank, N.A., a corporation having its principal office at Two Mellon Bank Center, Pittsburgh, Allegheny County, Pennsylvania 15259.

2. Defendants-Mortgagors are Scott A. Markel and Sharon L. Markel whose last known address is 402 Sarah Street, Osceola, Pennsylvania 16666.

3. At all times material to the Plaintiff's cause of action, the Defendants have been the owners of a tract of land and building erected thereon, herein called "land", located in the Borough of Osceola, County of Clearfield, Commonwealth of Pennsylvania. The land which is the subject of this action is described as follows:

ALL that certain lot or plot of land with a 2-story frame house thereon situate in the Borough of Osceola Mills, Clearfield County, Pennsylvania, described as follows:

On the North by Pine Alley 50 feet; on the East by Lot No. 337 of the plan of the Borough of Osceola, 150 feet; on the South by Sarah Street, 50 feet; on the West by Lot No. 339 of the plan of the Borough of Osceola, 150 feet to Pine Alley. Identified as Clearfield County Assessment Map #016-013-381-16.

BEING the same premises conveyed to Scott A. Markel and Sharon L. Markel by deed of Patrick H. Mowrey and Kim Mowrey Hobba, Trustees of the Kim

Mowrey Hobba Family Trust and Kim Mowrey Hobba and Patrick H. Mowrey, individually, by deed dated November 30, 1995 and recorded in Clearfield County Deeds and Records Book 1724, Page 486.

4. On or about April 30, 1997, in consideration of a loan of \$41,152.00 made by Mellon Bank, N.A., to Defendants, the Defendants executed and delivered to Mellon Bank, N.A., a Note secured by a Mortgage on the land obligating Defendants to pay Mellon Bank, N.A., \$41,152.00 with interest at the rate of 9.44% per annum in 180 monthly payments of \$432.77 each. The Mortgage is recorded in Clearfield County Record Book Volume 1838, page 517. A true and correct copy of this Mortgage is attached hereto as Exhibit "A" and is incorporated herein by reference.

5. The Defendants are in default with respect to the said Mortgage and Note because they have failed to make the payments due for the months of May 2000, through November 2000.

6. Under the terms of the Mortgage Note attached hereto as Exhibit "B" and incorporated herein by reference, Defendants are obligated to pay Plaintiff as follows:

Unpaid Principal Balance:	\$40,289.31
Interest Through 11/10/00:	1,492.94
Late Charges:	<u>75.00</u>
TOTAL:	\$41,857.25

with an attorney's commission of 20%, interest accruing at the rate of \$9.33 per day, costs and expenses to be added.

7. All payments made by Defendants and other credits due to them have been applied to the amounts due as provided in the Note and the Mortgage.

8. The Defendants are the present owners of the land.
9. Plaintiff has complied with the requirements of Act 6 of January 30, 1974, by forwarding a Notice of Intention to Foreclose to the Defendants on September 15, 2000, by certified mail. A true and correct copy of the notice is attached hereto as Exhibit "C" and incorporated herein by reference.
10. Plaintiff has complied with the requirements of Act 91 of 1983 by forwarding the required notice by certified mail to the Defendants. A true and correct copy of the notice is attached hereto as Exhibit "D".
11. A true and correct copy of the certified mail receipts by which the notices were mailed to Defendants and received by Defendants, or returned by the U.S. Post Office, are attached hereto as Exhibit "E".
12. Defendants have made no response to the Act 6 and Act 91 notices.
13. Plaintiff has performed all conditions precedent to its right to payment under the Mortgage and Note.

WHEREFORE, Plaintiff requests the entry of judgment in mortgage foreclosure against the Defendants in favor of Plaintiff in the amount of \$41,857.25 together with all interest, reasonable attorney's commission, expenses and costs of this suit.

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By: 

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA :
 : SS:
COUNTY OF ALLEGHENY :

I, LAURA CORTAZZO, state that I am Foreclosure Specialist of Mellon Bank, N.A., and verify that the statements made in the Complaint in Mortgage Foreclosure are true and correct to the best of my knowledge, information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.

MELLON BANK, N.A.

By: Laura Cortazzo

Date: 11/28/00

VO. 1838 JUDGE 517

0100.1152-1045720

Mortgage

Pennsylvania - Residential Property

IL-285 Rev. (1995) L.C. 004 LD 397

This Mortgage is made this 30th day of April

1997, between

SCOTT A MARKEL

SHARON L MARKEL

(hereinafter called "Mortgagor") and

MELLON BANK, N. A.

(hereinafter called "Mortgagee"). As used herein, the term "Mortgagor" refers individually and collectively to all Mortgagors, and all such persons shall be jointly and severally bound by the terms hereof.

Whereas, SCOTT A MARKEL

SHARON L MARKEL

(hereinafter individually and collectively called "Borrower") (is) (are) indebted to Mortgagee in the principal sum of

\$43,653.00

Dollars (\$ 43653.00)

evidenced by a note, contract or letter of credit application

("the Note") dated April 30, 1997

To secure the payment of all sums due or which may become due under the Note and any and all extensions or renewals thereof in whole or in part (all of which is hereinafter called the "Obligation"), and to secure performance of all obligations under the Note and this Mortgage, Mortgagor by these presents, intending to be legally bound, does grant, bargain, sell and convey unto Mortgagee and its successors

and assigns all that certain property situated in

CLEARFIELD

County,

Pennsylvania, and more particularly described in Exhibit "A", attached hereto and made a part hereof;

Together With All the buildings and improvements erected thereon, the privileges and appurtenances thereto belonging, and the covenants and restrictions, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property");

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

Provided, However, that upon payment in full of the Obligation, the estate hereby granted shall be discharged.

Mortgagor represents, warrants, covenants, and agrees that:

First: Mortgagor will keep and perform all the covenants and agreements contained herein.

Second: Without prior written consent of Mortgagee, Mortgagor shall not cause or permit legal or equitable title to all or part of the Mortgaged Property to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

Third: Mortgagor warrants that Mortgagee shall have the first priority lien on the Mortgaged Property free and clear of all liens, claims, and encumbrances except those in which Mortgagee has consented in writing. Mortgagee covenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Mortgagee in writing.

Fourth: Mortgagor will pay when due all taxes, assessments, liens, and other charges on or against the Mortgaged Property which may attach prior to the date of this Mortgage. If Mortgagee fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, liens, or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

Fifth: Mortgagee shall keep the Mortgaged Property in good repair, excepting only wear and tear. Mortgagee will permit Mortgagee's or its authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the prior consent of Mortgagee, Mortgagee will not permit a removal or demolition of improvements now or hereafter erected on

PARCEL 16-013-381-16 402 SARAH ST OCEOLA PA 16666

Page 1 of 1

EXHIBIT "A"

Property under said leases or otherwise. Mortgagee shall have no obligation to perform or discharge any duty or liability under such leases, but shall have full authorization to collect all rents under the leases or otherwise, to take possession of and rent the Mortgaged Property, and to take any action, including legal action, it deems necessary to preserve Mortgagor's or Mortgagee's rights under such leases. Mortgagor shall not collect any rent in advance of the date it is due.

Twelfth: In the event that (a) any warranty, covenant, or agreement contained herein is breached; (b) any representation or warranty contained herein or otherwise made by any Mortgagor in connection with this Mortgage proves to be false or misleading; (c) any default occurs under the terms of the Note or any agreement evidencing, securing, or otherwise executed and delivered by any Borrower or Mortgagor in connection with the Obligation; (d) any default occurs under the terms of any other mortgage or other instrument creating a lien on the Mortgaged Property; (e) a holder of any lien encumbering the Mortgaged Property or any portion thereof (whether such lien is junior or superior to the lien of this Mortgage) commences a foreclosure or any other proceeding to execute on such lien; (f) any Mortgagor becomes insolvent or makes an assignment for the benefit of creditors; or (g) any action, petition or other proceeding is filed or commenced under any state or federal bankruptcy or insolvency law, by Mortgagor or anyone else, regarding the assets of Mortgagor; then, in addition to exercising any rights which Mortgagee may have under the terms of the Note or any agreement securing repayment of, or relating to, any portion of the Obligation or which are otherwise provided by law, Mortgagee may foreclose upon the Mortgaged Property

by appropriate legal proceedings and sell the Mortgaged Property for the collection of the Obligation, together with costs of suit and an attorney's commission equal to the lesser of (a) 20% of the amount due or \$500.00, whichever is greater, or (b) the maximum amount permitted by law. Mortgagor hereby forever waives and releases all errors in the said proceedings, stay of execution, and the right of inquiry and extension of time of payment.

Thirteenth: The rights and remedies of Mortgagee provided herein, in the Note, or in any other agreement securing repayment of, or relating to, any portion of the Obligation, or otherwise provided by law, shall be cumulative and may be pursued singly, concurrently, or successively at Mortgagee's sole discretion, and may be exercised as often as necessary, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Fourteenth: The covenants, conditions and agreements contained herein shall bind the heirs, personal representatives, and successors of Mortgagor, and the rights and privileges contained herein shall inure to the successors and assigns of Mortgagee.

Fifteenth: This Mortgage shall be governed in all respects by the laws of Pennsylvania. If any provision hereof shall for any reason be held invalid or unenforceable, no other provision shall be affected thereby, and this Mortgage shall be construed as if the invalid or unenforceable provision had never been part of it.

Recorded in the Recorder's Office of
CLEARFIELD COUNTY, Pennsylvania.



Karen L. Storch

Karen L. Storch
Recorder of Deeds

CLEARFIELD COUNTY
RECORD OF R. CORO
TIME 1:28pm 5597
BY Dillon Bank
FEES 15.50
Karen L. Storch, Recorder

Vol. 1838 PAGE 520

Witness the due execution and sealing hereof the day and year first above written:

Witness	Mortgage	SCOTT & MARKEL	(Print)
X <i>[Signature]</i>	X	<i>[Signature]</i>	
Witness	Mortgage		(Print)
X	X		
Witness	Mortgage	SHARON L. MARKEL	(Print)
X <i>[Signature]</i>	X	<i>[Signature]</i>	
Witness	Mortgage		(Print)
X	X		

MELLOW BANK, N. A. , Mortgage within second

Personally certifies that its principal place of business is at

MELLOW BANK CENTER

PITTSBURGH, PENNSYLVANIA 15220

MELLOW BANK, N. A.

[Signature]

COMMONWEALTH OF PENNSYLVANIA

County of

[Signature]

On the 20th day of April, 1977, before me personally and

SCOTT & MARKEL, J. L. MARKEL, who, being

fully aware of the contents hereof, did sign the foregoing instrument, and that the same is their

free and voluntary act in testimony whereof, I have hereunto subscribed my name.



[Signature]

COMMONWEALTH OF PENNSYLVANIA

County of

Recorded in the Office of the Recorder of Deeds in and for said County on the _____ day of _____

in Mortgage Book Volume _____, page _____

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

From [REDACTED]
SCOTT A MARKEL
SHARON L MARKEL
To: MELLOW BANK, N. A.

Recorder mail to MELLOW BANK N.A.
P.O. BOX 149
PITTSBURGH, PA 15230-0149

G00478436
0100 00152

Legal Descriptions: All that certain property situated in the BOROUGH OF OSCOLA, in the County Of CLEARFIELD, and Commonwealth of PENNSYLVANIA, being described as follows: PARCEL 16-013-381-16 and being more fully described in a deed dated 11/30/95, and recorded 12/18/95, among the land records of the county and state set forth above, in Deed Book 1724, page 486.

EXHIBIT "B"

I have a security interest in the property described below, including all attachments and parts which are installed in or attached to the property, or which are to be installed in the future, and all proceeds of the property and attachments and parts.

Year	Make	Model	Serial Number	Model Number
1981	Oldsmobile	Delta		

Payment Method: I have to make payments by the method checked below.

☐ Payment Method #1: I authorize you to take payments out of _____ on or after the dates they are due. I will keep a large enough balance in this account to cover the full amounts of the required payments.

☒ Payment Method #2: I will mail or deliver each payment to you so that you will receive it no later than the date it is due.

If I have chosen Payment Method #1, you may require me to change Payment Method #2 if I fail at any time to have a large enough balance in the deposit account shown above to cover the full amount of a payment required under this note, or if the deposit account is closed.

Property Insurance: Insurance against loss of or damage to the Collateral ☒ is required. ☐ is not.

Insurer: FARMERS FIRE Agent (if known): SIMLER INSURANCE

Third insurance ☐ is required in connection with this loan. ☒ is not.

If third insurance or other insurance on real or personal property is required in connection with this loan, I may obtain such insurance from anyone I want that is acceptable to you.

THE ADDITIONAL TERMS ON PAGES 3 AND 4 OF THIS NOTE ARE A PART OF THIS NOTE.

366-day to Default

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The Creditor can collect this debt from you without first trying to collect from the borrower. The Creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

BY SIGNING THIS NOTE, I ACKNOWLEDGE THAT I HAVE RECEIVED AN EXACT COPY OF PAGES 1 THROUGH 4 OF THIS NOTE AND THE DISCLOSURES ON PAGE 1 WITH ALL APPLICABLE BLANKS APPROPRIATELY FILLED IN, PRIOR TO THE CONSUMMATION OF THE TRANSACTION. THE ADDITIONAL TERMS ON PAGES 3 AND 4 ARE PART OF THIS NOTE.

Borrower <u>SCOTT A. MARKEL</u>	(Seal)	Borrower	(Seal)
<u>Scott A. Markel</u>	(Seal)	Borrower	(Seal)
Borrower <u>SHARON L. MARKEL</u>	(Seal)	Borrower	(Seal)
<u>Sharon L. Markel</u>	(Seal)	Borrower	(Seal)

If applicable, this installment loan corresponds to relationship demand deposit account _____

NOTICE: If I have a dispute with you regarding my loan, I understand that any check or other instrument I submit to you as payment in full of my loan must be sent or delivered to Mellon Bank, N.A., P.O. Box 53001, Pittsburgh, PA 15253-9001 or any other address for such payments you advise me of in the future.

**THIS CORRESPONDS TO A SIMPLE INTEREST RATE OF 8.45% PER YEAR IN YEARS OF 366 DAYS. THE RATE WILL BE 1/365 HIGHER THAN WOULD BE IN THE CASE IN YEARS OF 365 DAYS.

Additional Terms

Events of Default

I will be in default under this note if: (1) any payment is not made when it is due; (2) I break any promise in this note; (3) you discover any false or misleading statement in this note or in any other information I have given you; (4) anyone attempts to seize, attach, or take possession of the Collateral under any legal process; (5) the Collateral is lost, destroyed, stolen, or abandoned; (6) I die; (7) I make any assignment for the benefit of creditors; (8) I become insolvent; (9) any petition relating to my debts is filed under any federal or state bankruptcy law; (10) I default under the terms of any lease, mortgage, or deed of trust on the property where the Collateral is located; except (11) anyone attempts to garnish or attach any deposit or other property belonging to me which is in your possession; (12) any insurance policy securing this note matures for any reason; (13) any event occurs which, under the terms of any mortgage or deed of trust securing this note, gives you the right to foreclose on the property securing this note; any person who signs a separate security agreement to secure this note breaks any promise in the security agreement; any person who signs a mortgage, deed of trust, or separate security agreement to secure this note dies, becomes insolvent, or makes any assignment for the benefit of creditors; any petition relating to such a person's debts is filed under any federal or state bankruptcy law; or you discover any false or misleading statement in such a mortgage, deed of trust, or security agreement.

Your Rights in the Event of Default:

If any of these events of default occurs, or if I voluntarily give you possession of the Collateral, you have the right, if you choose to do so, to declare all amounts which I owe under this note immediately due, subject to any requirements for notice and a right to cure the default imposed by law. You may, without judicial process, take possession of the Collateral and anything contained in it which is attached to it. You can enter any private property in order to do this, so long as you do not commit a breach of the peace. If you tell me to do so, I will deliver the Collateral to any place you choose which is reasonably convenient to both of us.

I must send you a notice by certified mail within 48 hours after you take the Collateral in order to get back any property contained in the Collateral or attached to it which I do not believe is covered by your security interest. If I do not do this, I will lose the right to claim such property.

You can also sue me in court to get the Collateral if you choose to do so. If you employ an attorney who is not your salaried employee to collect any amount which I owe under this note or to protect your rights under this note in any way, I will pay reasonable attorney's fees permitted by law, and costs of any legal proceedings. I hereby waive the benefit of all Indiana valuation and appraisal laws.

My Duties Regarding the Collateral:

If I am obtaining this loan in order to purchase any of the Collateral, I will purchase it promptly after receiving the loan proceeds from you. Anyone who has or will have an ownership interest in the Collateral is signing either this note or a separate security agreement. No one else except you has or will have a security interest in the Collateral or any legal rights in it.

I will tell you promptly in writing if I change my address. Unless you keep the Collateral, I will keep it at the address in my loan application or I will tell you in writing where I am keeping it. I will not permanently remove the Collateral from that location unless you give me written permission to do so.

I will not allow the Collateral to be attached to real property or to any other goods without your written permission. I will not allow the Collateral to lose its identity or to be used for any illegal purpose.

If the law of any state requires or permits a certificate of title to be issued covering any of the Collateral, I will make certain that your security interest is noted on the certificate of title. I will see that the certificate of title is delivered to you within 10 days of the date of this note.

I will keep the Collateral in good condition and repair, except for reasonable wear and tear, and will pay all taxes and other charges which may be assessed on it. If I fail to do so, you may, if you choose, take reasonable steps to protect the Collateral and pay such taxes, other charges, or costs of repair and maintenance for me. If you do this, you may require me to reimburse you, immediately or at any later time, for any such taxes, charges, or costs which you have paid. At the time you pay such amounts or at any later time, you may add the unpaid balance of such amounts to the unpaid balance of the Principal Amount of this note. You may require me to pay interest on the unpaid balance of such amounts at the rate shown on page 1 of this note or at any lower rate. You may, if you choose, increase the amount of my monthly payment until I have fully reimbursed you for such amounts.

I will give you written proof of payment of any such taxes or charges and the costs of any repairs, if you request it. You have the right to inspect the Collateral at any reasonable time. If the Collateral is lost, damaged, or destroyed, I will still pay everything I owe under this note.

Insurance:

If you require me to, I will insure the Collateral against loss or damage. If you require me to buy flood insurance, I will buy the amount of insurance coverage which you require. Any insurance policy will provide for payment of the insurance proceeds to you to the extent necessary to pay the amounts which I owe under this note. I will give you any insurance policy or a certificate to show that I have it. If I do not buy and maintain the required insurance, or if I do not pay the premiums, you may, if you choose, do these things for me. If you do this and I do not reimburse you for the premiums within a specified time, you may add the unpaid balance of the premiums to the unpaid balance of the Principal Amount of this note. In this case, interest will be charged on the unpaid balance of these premiums at the rate shown on page 1 of this note, beginning on the date you paid the premiums.

I direct all insurance companies providing flood insurance, other insurance on real or personal property, or credit insurance in connection with this loan to pay you any money owed to me (including any premiums which are returned for any reason). You may use any such money to pay amount which I owe under this note. I appoint you as my attorney in fact to endorse my name to any draft or check for such purpose.

Collateral:

Note is secured as indicated in the Federal Truth in Lending Disclosures on page 1 of this note. All the provisions of any security deed of trust, or other separate security agreement which I have signed to secure this note are a part of this note.

I will sign any documents you consider to be necessary, and I will pay all fees and taxes which must be paid to public officials and which are disclosed in the Federal Truth in Lending Disclosures on page 1 of this note, to perfect any security interest which I have given you and to record and satisfy any mortgage which I have given you. I appoint you as my attorney in fact to do whatever you consider to be necessary to acquire and maintain the lien of the mortgage and to perfect and maintain perfection of these security interests.

If at any time you agree to extend the dates on which payments are due under this note, you may charge me a fee for each extension not exceeding \$50.00 for each month or partial month of the extension period (subject to any limitations imposed by law). You may also require me to pay interest for the extension period at the beginning of the extension period, subject to any limitations imposed by law. You have no obligation to agree to any extension; and, subject to any limitations imposed by law, the terms of this paragraph can be changed if you and I later agree to different terms.

If at any time you reasonably believe that the value of the Collateral has become insufficient to secure the amounts which I owe and any amounts which I may owe in the future under this note, I will give you additional collateral.

If any money which I owe under this note is not paid when it is due, you have the right to take that amount from any deposit which I have with you, now or in the future, other than deposits in Individual Retirement Accounts or Keogh (H.R. 10) Plans, or deposits in which the law prohibits you from having a security interest.

You will continue to have any security interests which you have taken in connection with any previous note which is being refinanced by this note. If you have any liens on my property as a result of entering judgment under the terms of any previous note which is being refinanced by this note, you may retain those liens to secure the amounts refinanced. I do not have any defense to the enforcement of any such judgment.

Regardless of the terms of any other document, this note will not be secured by any deposit other than those which I have with you individually or jointly, nor by any other property, unless a security interest in such deposit or other property has been given to you in this note or in a document referring specifically to this note or another extension of credit. Further, this note will not be secured by any real property unless a security interest in such real property has been given to you in a document referring specifically to this note or a previous note which is being refinanced by this note, or you have a lien on such real property as a result of entering judgment under the terms of a previous note which is being refinanced by this note.

I authorize you to pay that part of the Principal Amount shown in the Itemization of the Amount Financed on page 1 of this note as "Amount given to me directly," and any money which you may owe me for any reason in connection with this loan, to any or to all of the persons signing this note as "Borrower." My endorsement of a check for any part of this amount will evidence my consent to payment of that part of the Principal Amount to any other payee named on the check.

If, on any particular occasion or for a period of time, you do not charge me a rate or amount which I am obligated to pay under this note, or charge me a lesser rate or amount, or do not enforce a right or remedy which you have under this note, or enforce a right or remedy to a lesser extent than permitted by this note, you will still have the right to charge the full rate or amount or enforce that right or remedy to its fullest extent at any subsequent time. If I make a partial payment and you accept it, even though it is designated as full payment, I will still owe the rest of the money I should have paid; however, see the notice on page 2 regarding such payments when I have a dispute with you regarding my loan. In addition to the rights and remedies provided in this note, you will have all rights and remedies provided by law.

I may pay all or any part of the Principal Amount before it is due, without any penalty.

The unpaid balance of the Principal Amount for any day is determined by taking the beginning balance for that day, adding any amount which you add to the Principal Amount that day under the terms of this note, and subtracting that portion of any payment which is applied that day to the Principal Amount. Payments will be applied first to interest and any other charges due, then to the Principal Amount. Payments received on Saturdays, Sundays, or holidays will be credited as if made on the following business day.

If I have signed a request for credit insurance, the provisions of that form and the Group Credit Life Insurance Certificate are a part of this note.

If it is determined for any reason that a part of this note is invalid or unenforceable, this will not affect any other part of this note. This note will then be read as if the invalid or unenforceable part were not there.

You can transfer your rights and privileges under this note to anyone you choose. My duties under this note will be performed by my heirs and personal representatives. I will not transfer any rights which I have under this note to anyone. I understand that any obligations to you under this note will not be affected by any divorce proceeding nor by any order of court issued in such a proceeding.

Federal law applies to certain aspects of this Promissory Note, including but not limited to the finance charge. The laws of PENNSYLVANIA will apply to all other aspects of this Note.

I/We acknowledge that these are pages 3 and 4 of the Promissory Note (Secured) which I/We have signed on page 2.

SCOTT A. MARKEL

SHARON L. MARKEL

(Initials)

(Initials)

(Initials)

(Initials)

DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN
ATTORNEYS AT LAW
919 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801

REED McCORMICK
CHARLES J. WEYANDT
ANTHONY J. GERACE, JR.
RONALD S. McGLAUGHLIN

(814) 231-1850
FAX (814) 231-1880
dunlaw@mindspring.com

WAYLAND F. DUNAWAY
RETIRED

September 15, 2000

CERTIFIED MAIL #P 116 604 614

Scott A. Markel
402 Sarah Street
Osceola, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mr. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Scott A. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,


Ronald S. McGlaughlin

RSM/jrc

DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN
ATTORNEYS AT LAW
919 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801

REED McCORMICK
CHARLES J. WEYANDT
ANTHONY J. GERACE, JR.
RONALD S. McGLAUGHLIN

(814) 231-1850
FAX (814) 231-1860
dunlaw@mindspring.com

WAYLAND F. DUNAWAY
RETIRED

September 15, 2000

CERTIFIED MAIL #P 116 604 610

Scott A. Markel
P.O. Box 72
Osceola Mills, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mr. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Scott A. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

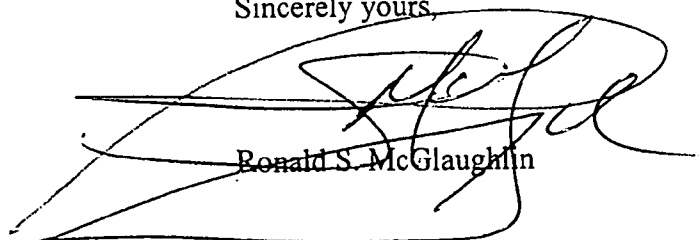
If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,



Ronald S. McGlaughlin

RSM/jrc

DUNAWAY, WEYANDT, MCCORMICK, GERACE & MCGLAUGHLIN

ATTORNEYS AT LAW

919 UNIVERSITY DRIVE

STATE COLLEGE, PA 16801

(814) 231-1850

FAX (814) 231-1860

dunlaw@mindspring.com

REED MCCORMICK

CHARLES J. WEYANDT

ANTHONY J. GERACE, JR.

RONALD S. MCGLAUGHLIN

WAYLAND F. DUNAWAY

RETIRED

September 15, 2000

CERTIFIED MAIL #P 116 604 616

Scott A. Markel
R.R. #3, Box 1109
Morrisdale, PA 16858

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mr. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Scott A. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

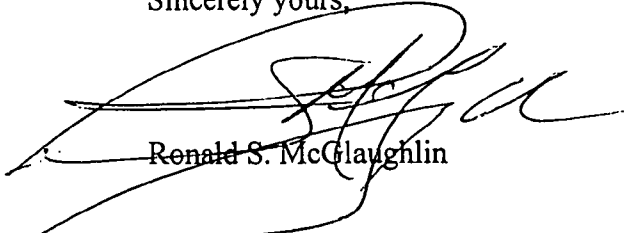
If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,



Ronald S. McGlaughlin

RSM/jrc

DUNAWAY, WEYANDT, McCORMICK, GERACE & McGLAUGHLIN

ATTORNEYS AT LAW

919 UNIVERSITY DRIVE

STATE COLLEGE, PA 16801

(814) 231-1850

FAX (814) 231-1860

dunlaw@mindspring.com

REED McCORMICK

CHARLES J. WEYANDT

ANTHONY J. GERACE, JR.

RONALD S. McGLAUGHLIN

WAYLAND F. DUNAWAY

RETIRED

September 15, 2000

CERTIFIED MAIL #P 116 604 613

Sharon L. Markel
402 Sarah Street
Osceola, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Ms. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Sharon L. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,



Ronald S. McGlaughlin

RSM/jrc

Copy

DUNAWAY, WEYANDT, MCCORMICK, GERACE & MCGLAUGHLIN

ATTORNEYS AT LAW

**919 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801**

(814) 231-1850

**FAX (814) 231-1860
dunlaw@mindspring.com**

**REED MCCORMICK
CHARLES J. WEYANDT
ANTHONY J. GERACE, JR.
RONALD S. MCGLAUGHLIN**

**WAYLAND F. DUNAWAY
RETIRED**

September 15, 2000

CERTIFIED MAIL #P 116 604 612

Sharon L. Markel
P.O. Box 72
Osceola Mills, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Ms. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through September, 2000. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from September 1, 2000, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$2,208.85.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$2,208.85, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its 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, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted 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 whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Sharon L. Markel
September 15, 2000
Page 2

The Bank may also sue you personally for the unpaid principal balance and all other sums due under the mortgage.

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately December, 2000. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your 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 INSTITUTE 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.

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 times in any calendar year.

Sincerely yours,

Ronald S. McGlaughlin

RSM/jrc

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 attached notice to find out how the
program works.

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

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

ACT 91 NOTICE
IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
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

Date: September 15, 2000

RE: Account No. 152-1045733

TO: Scott A. Markel

FROM: Ronald S. McGlaughlin, Esquire

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' 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 established 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 proceeding 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: Laura Cortazzo, Mellon Bank, N.A., Two Mellon Bank Center, Room AB-50, Pittsburgh, Pennsylvania 15259, telephone number (412) 234-6637.

The names and address of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in 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 the delinquency

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

is \$2,208.85. That sum includes the following: monthly payments in the amount of \$432.77 from May, 2000 through September, 2000 and late charges in the amount of \$75.00.

Your mortgage is also in default for the following reasons: N/A

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 this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the 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 postmarked 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 other time periods set forth in this letter, foreclosure may proceed against your home immediately.

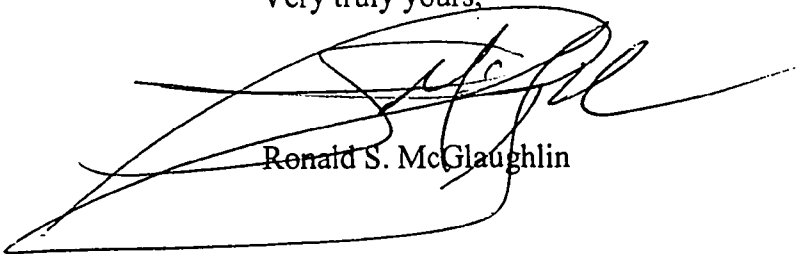
Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

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 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 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 Foreclosure". 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,


Ronald S. McGlaughlin

RSM/jrc

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

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

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, Pennsylvania
(814) 696-3546

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 attached notice to find out how the
program works.

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

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

ACT 91 NOTICE
IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
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

Date: September 15, 2000
RE: Account No. 152-1045733

TO: Sharon L. Markel
FROM: Ronald S. McGlaughlin, Esquire

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' 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 established 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 proceeding 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: Laura Cortazzo, Mellon Bank, N.A., Two Mellon Bank Center, Room AB-50, Pittsburgh, Pennsylvania 15259, telephone number (412) 234-6637.

The names and address of designated consumer credit counseling agencies are shown on the attached sheet. It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

Your mortgage is in 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 the delinquency

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

is \$2,208.85. That sum includes the following: monthly payments in the amount of \$432.77 from May, 2000 through September, 2000 and late charges in the amount of \$75.00.

Your mortgage is also in default for the following reasons: N/A

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 this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the 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 postmarked 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 other 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 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 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 Foreclosure". 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,


Ronald S. McGlaughlin

RSM/jrc

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

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

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, Pennsylvania
(814) 696-3546

The Pennsylvania Housing Agency can be reached TOLL FREE at 1(800) 342-2397.

US Postal Service
Receipt for Certified Mail
 Do not use for International Mail (See reverse)
 No Insurance Coverage Provided.

Sent to
 Sharon L. Markel
 402 Sarah St.
 Oscoda, PA 16666
 Post Office, State, & ZIP Code

Postage \$ 3.33

Certified Fee 1.40

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered 1.25

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees \$ 2.98

Postmark or Date 9/15/02

PS Form 3800, April 1995

US Postal Service
Receipt for Certified Mail
 Do not use for International Mail (See reverse)
 No Insurance Coverage Provided.

Sent to
 Sharon L. Markel
 P.O. Box 72
 Oscoda Mills, PA 16666
 Post Office, State, & ZIP Code

Postage \$.85

Certified Fee 1.40

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered 1.25

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees \$ 3.20

Postmark or Date 9/15/02

PS Form 3800, April 1995

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.

Article Addressed to:
 Sharon L. Markel
 402 Sarah Street
 Oscoda, PA 16666

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature *Sharon Markel* ☒ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

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.

Article Addressed to:
 Sharon L. Markel
 P.O. Box 72
 Oscoda Mills, PA 16666

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature *Sharon Markel* ☒ Agent ☐ Addressee

D. Is delivery address different from item 1? ☐ Yes ☐ No

If YES, enter delivery address below:

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

Article Number (Copy from service label)
 P116 604617

PS Form 3811, July 1999

Domestic Return Receipt

102595-99 M-1789

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

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

Article Number (Copy from service label)
 P116 604617

PS Form 3811, July 1999

Domestic Return Receipt

102595-99 M-1789

EXHIBIT "E"

US Postal Service
Receipt for Certified Mail
 Do not use for International Mail (See reverse)

Sent to
 Sharon L. Markel
 P.O. Box 72
 Oscoda, MI 49866

Postage \$ 3.33

Certified Fee 1.40

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered 1.25

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees \$ 3.98

Postmark or Date 9/15/00

PS Form 3800, April 1995

US Postal Service
Receipt for Certified Mail
 Do not use for International Mail (See reverse)

Sent to
 Sharon L. Markel
 402 Sarah St.
 Oscoda, PA 16666

Postage \$.55

Certified Fee 1.40

Special Delivery Fee

Restricted Delivery Fee

Return Receipt Showing to Whom & Date Delivered 1.25

Return Receipt Showing to Whom, Date, & Addressee's Address

TOTAL Postage & Fees \$ 3.20

Postmark or Date 9/15/00

PS Form 3800, April 1995

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature *Sharon Markel* ☒ Agent ☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Signature Required

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

SENDER: COMPLETE THIS SECTION

1. Article Addressed to:
 Sharon L. Markel
 402 Sarah St.
 Oscoda, PA 16666

2. Article Number (Copy from service label)
 P116 604 612

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature *Sharon Markel* ☒ Agent ☐ Addressee

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

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ Signature Required

4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

Article Number (Copy from service label)
 P116 604 612
 PS Form 3811, July 1999

Article Number (Copy from service label)
 P116 604 612
 PS Form 3811, July 1999

P 116 604 621

US Postal Service
Receipt for Certified Mail

Do not use for International Mail (See reverse)

Sent to Scott A. Markel RR #3 Box 1109 Morrisdale, PA 16858		Post Office, State, & ZIP Code Morrisdale, PA 16858		Postage \$.55		Certified Fee 1.40		Special Delivery Fee		Restricted Delivery Fee		Return Receipt Showing to Whom & Date Delivered 1.25		Return Receipt Showing to Whom, Date, & Addressee's Address		TOTAL Postage & Fees \$ 3.20		Postmark or Date 9/15/00	
--	--	--	--	-------------------	--	-----------------------	--	----------------------	--	-------------------------	--	---	--	---	--	---------------------------------	--	-----------------------------	--

PS Form 3800, April 1995

US Postal Service
Receipt for Certified Mail

Do not use for International Mail (See reverse)

Sent to Scott A. Markel RR #3 Box 1109 Morrisdale, PA 16858		Post Office, State, & ZIP Code Morrisdale, PA 16858		Postage \$.33		Certified Fee 1.40		Special Delivery Fee		Restricted Delivery Fee		Return Receipt Showing to Whom & Date Delivered 1.25		Return Receipt Showing to Whom, Date, & Addressee's Address		TOTAL Postage & Fees \$ 2.98		Postmark or Date 9/15/00	
--	--	--	--	-------------------	--	-----------------------	--	----------------------	--	-------------------------	--	---	--	---	--	---------------------------------	--	-----------------------------	--

PS Form 3800, April 1995

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.

Article Addressed to:

Scott A. Markel
RR #3, Box 1109
Morrisdale, PA 16858

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Irene Sobel	B. Date of Delivery 9-18-00
C. Signature Irene Sobel	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below:	

3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
--	---

Article Number (Copy from service label)

116604621

Form 3811, July 1999

102595-99-M-1789

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.

Article Addressed to:

Scott A. Markel
RR #3, Box 1109
Morrisdale, PA 16858

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Irene Sobel	B. Date of Delivery 9-18-00
C. Signature Irene Sobel	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes If YES, enter delivery address below:	

3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> C.O.D.	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes
--	---

Article Number (Copy from service label)

0116604616

PS Form 3811, July 1999

102595-99-M-1789

P 116 604 620

US Postal Service
Receipt for Certified MailDo not use for International Mail (See reverse)
No Insurance Coverage Provided.

Sent to Scott A. Markel		Post Office, State, & ZIP Code Oscarola, PA 16666		Postage \$.55		Certified Fee 1.40		Special Delivery Fee		Restricted Delivery Fee		Return Receipt Showing to Whom & Date Delivered 1.25		Return Receipt Showing to Whom, Date, & Addressee's Address		TOTAL Postage & Fees \$ 3.20		Postmark or Date 9/15/00	
----------------------------	--	--	--	-------------------	--	-----------------------	--	----------------------	--	-------------------------	--	---	--	---	--	---------------------------------	--	-----------------------------	--

PS Form 3800, April 1995

US Postal Service
Receipt for Certified MailDo not use for International Mail (See reverse)
No Insurance Coverage Provided.

Sent to Scott A. Markel		Post Office, State, & ZIP Code Oscarola Mills, PA 16666		Postage \$.55		Certified Fee 1.40		Special Delivery Fee		Restricted Delivery Fee		Return Receipt Showing to Whom & Date Delivered 1.25		Return Receipt Showing to Whom, Date, & Addressee's Address		TOTAL Postage & Fees \$ 3.20		Postmark or Date 9/15/00	
----------------------------	--	--	--	-------------------	--	-----------------------	--	----------------------	--	-------------------------	--	---	--	---	--	---------------------------------	--	-----------------------------	--

PS Form 3800, April 1995

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.

Article Addressed to:

Scott A. Markel
408 Sarah St.
Oscarola, PA 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Scott A. Markel	B. Date of Delivery 9/12/00
C. Signature x Scott A. Markel	
D. Is delivery address different from item 1? <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee If YES, enter delivery address below: RR 3 Box 1109 MORRISDALE, PA. 16858	

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 type="checkbox"/> Yes	

Article Number (Copy from service label)

16604619

Domestic Return Receipt

102595-99-M-1789

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.

Article Addressed to:

Scott A. Markel
P.O. Box 72
Oscarola Mills, PA
16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Scott A. Markel	B. Date of Delivery 9/12/00
C. Signature x Scott A. Markel	
D. Is delivery address different from item 1? <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee If YES, enter delivery address below: RR 3 Box 1109 MORRISDALE, PA. 16858	

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 type="checkbox"/> Yes	

Article Number (Copy from service label)

2116604620

Domestic Return Receipt

102595-99-M-1789

P 116 604 614

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to Scott A. Markel		Post Office, State, & ZIP Code P.O. Box 72 Osceola Mills, PA 16666		Postage \$.33		Certified Fee 1.40		Special Delivery Fee		Restricted Delivery Fee		Return Receipt Showing to Whom & Date Delivered 1.25		Date, & Addressee's Address		TOTAL Postage & Fees \$ 0.98		Postmark or Date 9/15/02	
----------------------------	--	--	--	-------------------	--	-----------------------	--	----------------------	--	-------------------------	--	---	--	-----------------------------	--	---------------------------------	--	-----------------------------	--

PS Form 3800, April 1995

US Postal Service
Receipt for Certified Mail

No Insurance Coverage Provided.
Do not use for International Mail (See reverse)

Sent to Scott A. Markel		Post Office, State, & ZIP Code 402 Sarah St. Osceola, PA 16666		Postage \$.33		Certified Fee 1.40		Special Delivery Fee		Restricted Delivery Fee		Return Receipt Showing to Whom & Date Delivered 1.25		Date, & Addressee's Address		TOTAL Postage & Fees \$ 0.98		Postmark or Date 9/15/02	
----------------------------	--	--	--	-------------------	--	-----------------------	--	----------------------	--	-------------------------	--	---	--	-----------------------------	--	---------------------------------	--	-----------------------------	--

PS Form 3800, April 1995

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.

Article Addressed to:

Scott A. Markel
P.O. Box 72
Osceola Mills, PA 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)
Scott A. Markel

B. Date of Delivery
9/22/02

C. Signature

X Scott A. Markel

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

RR 3 Box 1109

MORRISDALE, PA 16855

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)

P 116 604 610

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1769

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.

Article Addressed to:

Scott A. Markel
402 Sarah St.
Osceola, PA 16666

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)
Scott A. Markel

B. Date of Delivery
9/22/02

C. Signature

X Scott A. Markel

D. Is delivery address different from item 1? ☐ Yes ☒ No

If YES, enter delivery address below:

RR 3 Box 1109

MORRISDALE, PA

16855

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)

P 116 604 614

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1769

DUNAWAY, WEYANDT, MCCORMICK,
GERACE & MCGLAUGHLIN
ATTORNEYS AT LAW
919 UNIVERSITY DRIVE
STATE COLLEGE, PA. 16801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MELLON BANK, N.A.,
Plaintiff

v.

SCOTT A. MARKEL and
SHARON L. MARKEL,
Defendants

:
: NO. 2000-1577CD
:
:
:
:
:
:

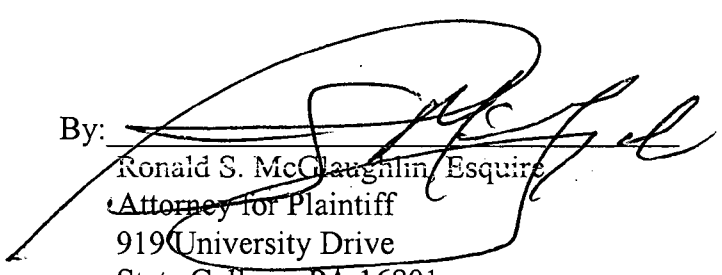
PRAECIPE TO DISCONTINUE

TO THE PROTHONOTARY:

Kindly discontinue the above-captioned action without prejudice.

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:


Ronald S. McLaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

FILED

JAN 16 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

MELLON BANK, N.A.,	:	
Plaintiff	:	NO. 2000-1577CD
	:	
v.	:	
	:	
SCOTT A. MARKEL and	:	
SHARON L. MARKEL,	:	
Defendants	:	

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the within Praecept to Discontinue was hereby served by depositing the same within the custody of the United States Postal Service, First Class, postage prepaid, addressed to the following:

Scott A. Markel
402 Sarah Street
Osceola, PA 16666

Sharon L. Markel
402 Sarah Street
Osceola, PA 16666

DUNAWAY, WEYANDT, MCCORMICK
GERACE & MCGLAUGHLIN

By: 

Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

Date: January 11, 2001

FILED

JAN 16 2001
M 11:59 AM
William A. Shaw
Prothonotary

Ent. g. Div. to atty
Copy to GA
[Signature]

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Mellon Bank, N.A.

Vs.

No. 2000-01577-CD

Scott A. Markel

Sharon L. Markel

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on January 16, 2001 marked:

Discontinued without prejudice.

Record costs in the sum of \$80.00 have been paid in full by Ronald S. McGlaughlin, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 16th day of January A.D. 2001.

William A. Shaw, Prothonotary