

01-108-CD  
FIRST COMMONWEALTH BANK et al. -vs- PAUL S. STINSKY et al

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
Successor in Interest to DEPOSIT BANK,

Plaintiff,

vs.

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

Defendants.

CIVIL DIVISION

Case No. 01-108-CD

COMPLAINT IN MORTGAGE  
FORECLOSURE

Filed on behalf of First Commonwealth  
Bank, Successor in Interest to Deposit  
Bank, Plaintiff

Counsel of record for this party:

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

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

433 E. DuBois Avenue  
DuBois, Pennsylvania 15801  
Tax Map #7-3-17-5419

**FILED**

JAN 22 2001

William A. Shaw  
Prothonotary

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
 )  
 Plaintiff, ) Case No. \_\_\_\_\_  
 )  
 vs. )  
 )  
 PAUL S. SILINSKY and )  
 CLAUDIA SILINSKY, )  
 )  
 Defendants. )

**IMPORTANT NOTICE**

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

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

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
 )  
 Plaintiff, ) Case No. \_\_\_\_\_  
 )  
 vs. )  
 )  
 PAUL S. SILINSKY and )  
 CLAUDIA SILINSKY, )  
 )  
 Defendants. )

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, First Commonwealth Bank, Successor in Interest to Deposit Bank (the "Bank"), is a banking association with business offices at Central Offices, Northwest Corner, Philadelphia and Sixth Streets, Indiana, Pennsylvania 15701-0400.
2. Defendants, Paul S. Silinsky and Claudia Silinsky, are adult individuals with a last known address of 433 East DuBois Avenue, DuBois, Pennsylvania 15801.
3. On or about May 6, 1994, Paul S. Silinsky and Claudia Silinsky (the "Borrowers") executed a Mortgage Note (the "Note"), whereby Borrowers became obligated to pay the Bank the principal amount of \$99,500.00, together with interest thereon as more particularly set forth in the Note. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The obligations evidenced by the Note are secured by a Mortgage dated May 6, 1994 ("Mortgage") given by Borrowers to Bank, which granted the Bank, *inter alia*, a security interest in certain real property known as 433 East DuBois Avenue, DuBois, County of Clearfield, Pennsylvania, as more particularly described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") in Mortgage Book Volume 1603, page 114. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

5. On December 3, 1998, the Bank, James Smith, an individual who resides at R.D. #2, Box 256, Brockway, Pennsylvania 15824, and Paul S. Silinsky entered into an Agreement to Release Mortgage and Release of Claims (the "Release") whereby certain commercial property covered by the Mortgage was to be released from the lien of the Mortgage as more particularly described therein. True and correct copies of the Release and Satisfaction Piece are attached hereto and incorporated herein as Exhibit "C" and Exhibit "D".

6. By virtue of the Satisfaction Piece, the Mortgage on the Premises was inadvertently released.

7. By Order of the Court of Common Pleas of Clearfield County on April 19, 1999 (the "Order"), and pursuant to an Agreement entered into between the Bank and Paul Silinsky (the "Agreement"), the Honorable John K. Reilly, Jr. Ordered and Decreed that the Mortgage be marked by the Recorder of Deeds of Clearfield County as "Reinstated", subject to the release of the commercial property from the Mortgage. True and correct copies of the Order and Agreement are attached hereto and incorporated herein as Exhibit "E" and Exhibit "F".

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

9. Borrowers are the record and real owners of the Premises.

10. There has been no assignment, release or transfer of the Note or the Mortgage, except as provided above.

11. On or about August 29, 2000, Notices were sent to Mortgagor in accordance with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 – Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) that an action on said Mortgage may be commenced after 31 days from the date of the Notices. Said Notices further advised Borrowers of Borrowers' rights and obligations in accordance with the Acts. A copy of the Notices are attached hereto as Exhibit "G", collectively, and incorporated herein.

12. The amount due to Bank under the Note and the Mortgage as of January 16, 2001 is as follows:

Principal .....	\$56,140.85
Interest through January 16, 2001	
(per diem \$14.81495).....	10,910.30
Late Fees.....	0.00
Costs.....	to be added
Attorney's Fees .....	<u>to be added</u>
 TOTAL .....	 \$67,051.15

13. The total amount due to Bank under the Note and the Mortgage as of January 16, 2001 was Sixty-Seven Thousand Fifty-One and 15/100 Dollars (\$67,051.15), plus interest accruing from January 16, 2001, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Sixty-Seven Thousand Fifty-One and 15/100 Dollars (\$67,051.15), plus continuing interest at

the contract rate, late charges, reasonable attorneys' fees as authorized by the Note and costs of foreclosure and sale of the Mortgaged Premises.

TUCKER ARENSBERG, P.C.

By:

  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
Successor in Interest to Deposit Bank, Plaintiff

122261.2:BF  
11555-23665

NOV. -09' 11 (TUE) 15:31

FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 019

17V—Mortgage Note. For use with Mortgage No. 246NV  
Henry Hall, Inc., Indiana, Pa.

## Mortgage Note

\$ 99,500.00

Reynoldsville, Pennsylvania

May 6

19 94

For Value Received, PAUL S. SILINSKY, single and CLAUDIA SILINSKY, a widow,

promises to pay to the order of DEPOSIT BANK, 2 East Long Avenue, DuBois, PA 15801  
lawful money of the United States of America, the sum of Ninety Nine Thousand Five HundredDollars (\$ 99,500.00) and any additional moneys loaned or advanced by any holder hereof as  
hereinafter provided, as follows: Ninety Nine Thousand Five Hundred (\$99,500.00) Dollars together  
with interest thereon at the rate of Nine and One Half (9.50%) percent per annum.  
Principal and interest payable in sixty (60) successive monthly installments consisting of  
59 monthly installments of \$927.47 each, beginning on June 1, 1994, and the remaining  
of \$89,041.62 due on May 6, 1999. Payments shall be applied, first, to payment of  
interest and the balance to payment of principal; said Mortgagors shall have the right to  
anticipate any or all payments."The undersigned shall have the right to prepay the principal of the loan in full at any time upon payment  
of the sum of 1% of the outstanding principal in addition to all other sums then due and owing on the loan.  
THIS NOTE ALSO CONTAINS AN ADDENDUM TO THE WARRANTIES AND AGREEMENTS THAT IS

EXPLAINED IN EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN.

and the balance of principal or interest remaining unpaid on 19  
shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein  
shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent  
(6%) of any such overdue payment as compensation for the additional service resulting from the default; all pay-  
ments to be made at Deposit Bank, 2 East Long Avenue, DuBois,

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

This Note shall evidence and the Mortgage given to secure its payment shall cover and be security for any  
future loans or advances that may be made to or on behalf of the Undersigned by any holder hereof at any time  
or times hereafter and intended by the Undersigned and the then holder to be so evidenced and secured, as well as  
any sums paid by any holder hereof pursuant to the terms of said Mortgage, and any such loans, advances or  
payments shall be added to and shall bear interest at the same rate as the principal debt.In case default be made for the space of thirty (30) days in the payment of any installment of principal  
or interest, or in the performance by the Undersigned of any of the other obligations of this Note or said Mortgage,  
the entire unpaid balance of the principal debt, additional loans or advances and all other sums paid by any  
holder hereof to or on behalf of the Undersigned pursuant to the terms of this Note or said Mortgage, together  
with unpaid interest thereon, shall at the option of the holder and without notice become immediately due and  
payable, and one or more executions may forthwith issue on any judgment or judgments obtained by virtue hereof;  
and no failure on the part of any holder hereof to exercise any of the rights hereunder shall be deemed a waiver  
of any such rights or of any default hereunder.The Undersigned hereby empowers any attorney of any court of record within the United States of America or  
elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of  
judgments, against the Undersigned in favor of any holder hereof, or of any term, for the unpaid balance of the  
principal debt, additional loans or advances and all other sums paid by the holder hereof to or on behalf of the  
Undersigned pursuant to the terms of this Note or said Mortgage, together with unpaid interest thereon, costs  
of suit and an attorney's commission for collection of five per cent (5%) of the total indebtedness or \$200, whichever  
is the larger amount, on which judgment or judgments one or more executions may issue forthwith upon failure  
to comply with any of the terms and conditions of this Note or said Mortgage. The Undersigned hereby forever  
waives and releases all errors in said proceedings, waives stay of execution, the right of inquisition and extension  
of time of payment, agrees to condemnation of any property levied upon by virtue of any such execution, and  
waives all exemptions from levy and sale of any property that now is or hereafter may be exempted by law.This obligation shall bind the Undersigned and the Undersigned's heirs, executors, administrators and  
assigns, and the benefits hereof shall inure to the payee hereof and its successors and assigns. If this Note is  
executed by more than one person, the undertakings and liability of each shall be joint and several.This Note is secured by a Mortgage of even date herewith upon real estate described therein.  
THIS NOTE IS ALSO SECURED WITH SECURITY AGREEMENTS.

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

Witnessed by:

*James A. T. T. M.**Paul S. Silinsky**Claudia Silinsky*

(SEAL)

(SEAL)

(SEAL)

EXHIBIT "A"

## Guaranty and Suretyship Agreement

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

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

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

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

Witness the due execution hereof this

day of

, 19

Witnessed by:

(SEAL)

(SEAL)

Mortgage  
Note

FROM

PAUL S. SILINSKY AND CLAUDIA  
SILINSKY

TO

DEPOSITIF BANK

248NV—Mortgage, Individual to Corporation. For use with Mortgage Note 17V  
Henry Hall, Inc., Indiana, Pa.

VOL 1603 PAGE 114

# Mortgage

Made this 6th day of May, 1994

Between

PAUL S. SILINSKY, single and CLAUDIA SILINSKY, a widow, both of 433 E. DuBois Avenue, DuBois, Clearfield County, Pennsylvania 15801

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

And

DEPOSIT BANK of 2 East Long Avenue, DuBois, Pennsylvania 15801, its successors and assigns,

(hereinafter called "Mortgagee")

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

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

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

All that certain lot or piece of land situate in the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, known as lot No. One in the plan of lots of the Hetrick Subdivision and being bounded and described as follows, to wit:-

BEGINNING at a cut in concrete sidewalk at the intersection of State Highway Route 255 with the west line of Division Street; thence north 66° 48' west, along the said concrete sidewalk, sixty (60) feet to the line of Lot No. 2 of the said Hetrick Subdivision; thence north 23° 47' east, along the line of said lot No. 2 one hundred fifty (150) feet to an iron pipe in the line of a proposed street as shown in said Plan of Hetrick Subdivision; thence south 66° 48' east, along the line of the said proposed street, sixty (60) feet to an iron pipe in the West line of Division street; thence south 23° 47' west, along the line of Division street, one hundred fifty (150) feet to the cut in concrete sidewalk at the intersection of Route 255 with the West line of Division street, the place of beginning.

BEING the same premises conveyed to Claudia Silinsky, a widow and Paul S. Silinsky, an individual by deed of Claudia Silinsky, a widow, said deed dated November 2, 1993 and recorded in the Office of the Recorder of Deeds for Clearfield County in Deeds and Records Book 1566, page 549.

AND

ALL that certain lot situate in the City of DuBois, Clearfield County, Pennsylvania described as follows:

BEGINNING at an iron pin at the northwest corner of West DuBois Avenue and Delaware Street; thence north 74 degrees 40 minutes west, along the north street line of West DuBois Avenue, one hundred forty-five (145) feet to an iron pin; thence north 0 degrees 24 minutes east, one hundred fifty-five and twenty-four one hundredths (155.24) feet to an iron pin in the south street line of West Second Avenue produced westerly; thence south 74 degrees 40 minutes east, one hundred eighty-five (185) feet to an iron pin on the west street line of Delaware Street; thence south 15 degrees 20 minutes west, along the west street line of Delaware Street, one hundred fifty (150) feet to the place of beginning.

EXHIBIT "B"

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FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 022

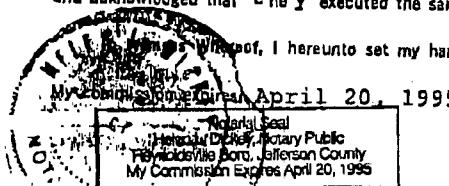
VOL 1603 PAGE 115

BEING the same premises conveyed to Paul S. Silinsky, an individual, by deed of Claudia Silinsky, a widow, said deed dated December 31, 1993 and recorded in the Office of the Recorder of Deeds for Clearfield County at Deeds and Records Book 1582 on page 21.

Commonwealth of Pennsylvania  
County of JEFFERSON } ss.

VOL 1603 PAGE 117

On this, the 6th day of May, 1994, before me, a Notary Public the undersigned officer, personally appeared Paul S. Silinsky and Claudia Silinsky satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained.



*Paul S. Silinsky* 5/6/94

Commonwealth of Pennsylvania  
County of } ss.

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:24 PM  
BY *Karen L. Stark*  
FEES 13.50  
Karen L. Stark, Recorder

On this, the day of , 19 , before me,  
the undersigned officer, personally appeared  
satisfactorily proven to me to be the person whose name is  
subscribed to the within Mortgage,  
and acknowledged that he executed the same for the purposes therein contained.

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

My commission expires:

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



*Karen L. Stark*  
Karen L. Stark  
Recorder of Deeds

**Mortgage**

FROM	PAUL S. SILINSKY AND CLAUDIA SILINSKY
TO	DEPOSIT BANK
DEPOSIT BANK	

**Certificate of Residence of Mortgagor**

I do hereby certify that the precise residence and complete post office address of the Deposit Bank is 2 East Long Avenue, P.O. Box 607A, DuBois, PA 15801

Attorney for Mortgagor

Commonwealth of Pennsylvania  
County of } ss.

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

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

Entered of Record May 6, 1994, 12:24 PM Karen L. Stark, Recorder

AGREEMENT TO RELEASE MORTGAGE AND RELEASE OF CLAIMS

This Agreement to Release Mortgage and Release of Claims (this "Agreement") is made and entered into this 3rd day of December 1998, by and between DEPOSIT BANK, a division of First Commonwealth Bank, a banking institution organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 2 E. Long Avenue, Dubois, Pennsylvania, (hereinafter "Deposit Bank"), JAMES SMITH, an adult individual who resides at R.D.#2, Box 256, Brockway, Pennsylvania 15824 (hereinafter "Smith") and PAUL S. SILINSKY, an adult individual who resides at 51 Delaware Street, DuBois, Pennsylvania 15801 (hereinafter "Silinsky").

WITNESSETH

WHEREAS, on or about November 1, 1986, Silinsky entered into a certain loan transaction with Deposit Bank pursuant to which he borrowed the sum of \$40,000.00 (the "\$40,000.00 Loan"); and

WHEREAS, pledged as collateral for the \$40,000.00 Loan was certain commercial real property located in the City of DuBois, County of Clearfield (the "Commercial Property") pursuant to a mortgage recorded in MRV 1124, Page 262 (the "\$40,000.00 Mortgage"); and

WHEREAS, on or about May 6, 1994, Silinsky entered into a certain loan transaction with Deposit Bank pursuant to which he borrowed the sum of \$99,500.00 (the "\$99,500.00 Loan"); and

EXHIBIT "C"

WHEREAS, pledged as collateral for the \$99,500.00 Loan was certain residential real property located in the City of DuBois, County of Clearfield (the "Residential Property") and as well as a second lien on the Commercial Property pursuant to a mortgage recorded in MBV 1603, Page 114 (the "\$99,500.00 Mortgage"); and

WHEREAS, as additional collateral for the \$99,500.00 Loan, Silinsky pledged certain equipment, accounts receivable and inventory of his business known as Keystone Electric Motor Repair Company pursuant to the terms of a Security Agreement dated May 6, 1994; and

WHEREAS, Silinsky has defaulted on his payment obligations in connection with the Loans and, as a result, Deposit Bank has commenced mortgage foreclosure actions against the Commercial Property and the Residential Property which actions have been reduced to judgment and are scheduled for Sheriff's Sales on December 4, 1998; and

WHEREAS, Smith desires to acquire the Commercial Property as well as the equipment of Keystone Electric Motor Repair Company (the "Equipment"); and

WHEREAS, in connection with Smith's desire to acquire the Commercial Property and the Equipment, certain disputes arose between Smith and Deposit Bank; and

WHEREAS, Deposit Bank and Smith desire to amicably resolve all claims and disputes between them.

NOW THEREFORE, in consideration of the payments to be made hereunder, the release of mortgage and release of claims in connection herewith and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. In full and final settlement of all claims against Deposit Bank arising from, related to or connected with the Loans, the Commercial Property, the Residential Property, the Equipment or any related matter, including, without limitation, all claims asserted by Smith or Silinsky, Deposit Bank shall release the Commercial Property from the lien of its mortgage thereon, discontinue the pending Sheriff's Sale of the Commercial Property and release the Equipment from the lien of its security agreement within twenty (20) days after execution of this Agreement by all parties and its receipt of the amount of Forty-Two Thousand and 00/100 Dollars (\$42,000.00) from Smith (the "Settlement Amount").
2. Except for the obligations created by this Agreement, Smith hereby releases and forever discharges Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns from any and all actions, causes of action, suits, counterclaims, cross-claims, proceedings, debts, judgments, damages, claims and demands of any kind or nature whatsoever, in law or equity, whether now in existence or hereafter which Smith shall or may have against Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns including those, arising from, relating to, or in any way connected with the Loans, the Commercial Property, the

Residential Property, the Equipment or any matters identified in, or related to, this Agreement.

4. Except for the obligations created by this Agreement, Silinsky hereby releases and forever discharges Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns from any and all actions, causes of action, suits, counterclaims, cross-claims, proceedings, debts, judgments, damages, claims and demands of any kind or nature whatsoever, in law or equity, whether now in existence or hereafter which Silinsky shall or may have against Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns including those, arising from, relating to, or in any way connected with the release of the Commercial Property and the Equipment, the manner in which the Settlement Amount is applied to the Loans or any matters identified in, or related to, this Agreement.

5. It is understood and agreed between the parties hereto that this Agreement shall not constitute or be construed as an admission of liability on the part of any party hereto or as evidencing or indicating in any degree an admission of the truth or correctness of any claims asserted.

6. It is further understood and agreed between the parties hereto that this Agreement and the terms and conditions hereof embodies the entire agreement between the parties and that there are no written or oral understandings or agreements which are not expressly set forth herein.

7. It is specifically understood by all parties that Deposit Bank will retain its security interests in all property pledged in connection with the Loans with the exception of the property identified herein.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have executed this Agreement to Release Mortgage and Release of Claims effective as of the date and year first above written.

## ATTEST:

DEPOSIT BANK, a division of First Commonwealth Bank

Pat A. Heilek V.P.

By: James M. Baker  
Name: James M. Baker  
Title: SE V.P.

## WITNESS:

Jenifer Spencer

James Simich  
James Simich

Jenifer Spencer

Paul S. Silinsky  
Paul S. Silinsky I/d/b/a Keystone Electric  
Motor Repair Company

## SATISFACTION PIECE

Made this the 16TH day of DECEMBER, 1998

Mortgagor: PAUL S. STINNISKY AND CLAUDIA SILINSKY  
 Name of Mortgagor: DEPOSIT BANK (FORMERLY DEPOSIT NATIONAL BANK)  
 Name of Last Assignee: N/A  
 Date of Mortgage: MAY 6, 1994  
 Original Mortgage Debt: \$99,500.00

Mortgage recorded on MAY 6, 1994 in the Office of the Recorder of Deeds of CLEARFIELD COUNTY Pennsylvania in Mortgage Book Volume 1603 Page 114.

"We Herby Empower The Recorder of Deeds To Mark The Same of Record"

Brief Description or Statement of Location of Mortgage Premises:

ALL that certain lot or piece of land situate in the Third Ward of the City of DuBois, Clearfield County

The undersigned hereby certifies that the debt accrued by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

Witness the due execution hereof.

DEPOSIT BANK

*Norman J. Montgomery*  
 Norman J. Montgomery,  
 Manager Loan Services

Attest:

*Richard L. Drennen*  
 Richard L. Drennen

Witness

State of Pennsylvania  
 County of Indiana

On this, the 16th day of December 1998, before me, the undersigned officer personally appeared, Richard L. Drennen, Witness for DEPOSIT BANK and Norman J. Montgomery, who acknowledged himself to be the Manager of Loan Services of DEPOSIT BANK, a corporation, and that he as such Manager Loan Services, being duly authorized to do so executed the foregoing instrument for the purposes therein by signing the name of the corporation by himself as Manager Loan Services.

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

*David A. Sotnik*  
 Notary Public



KMS

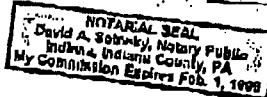


EXHIBIT "D"

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

DEPOSIT BANK,

NO. 99 - 228 - C.D.

PLAINTIFF

TYPE OF CASE: CIVIL

VS.

TYPE OF PLEADING: STIPULATION  
AND ORDER OF COURT

PAUL S. SILINSKY,

DEFENDANT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

BLAKLEY, JONES & MOHNEY  
90 BEAVER DRIVE, BOX 6  
DU BOIS, PA 15801  
(814) 371-2730

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

APR 19 1999

Attest:


William J. Mohney  
Prothonotary

EXHIBIT "E"

3. The parties by their counsel so stipulate to the following Order being entered of record:

Date: 4/7/99

Querino R. Torretti Esq.  
Querino R. Torretti, Esquire  
Attorney for Defendant Paul S. Silinsky

Date: 4/14/99

Christopher E. McNamee Esq.  
Christopher E. McNamee, Esquire  
Attorney for Plaintiff Deposit Bank

ORDER

AND NOW, this 19th day of March, 1999, upon Stipulation of the parties as hereinbefore stated, it is hereby ORDERED AND DECREED that Mortgage of **DEPOSIT BANK** recorded in Clearfield County Deed & Record Book Volume 1603, page 114, be marked by the Recorder of Deeds as "Reinstated", subject to the release of the commercial property from the aforementioned Mortgage previously recorded and it is the FURTHER ORDER of this Court that a copy of this Order shall be recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

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

APR 19 1999  
John K. Reilly  
John K. Reilly  
Prothonotary

**AGREEMENT**

WHEREAS, **DEPOSIT BANK** instituted suit at No. 99-228-C.D. in the Court of Common Pleas of Clearfield County, Pennsylvania against **PAUL S. SILINSKY** seeking to reinstate a Mortgage given by **PAUL S. SILINSKY** to **DEPOSIT BANK** and recorded at Clearfield County Record Book Volume 1603, page 114; and

WHEREAS, the parties have reached a settlement of the action on terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto intending to be legally bound, agree as follows:

1. Stipulation and Consent Order will be entered in favor of the Plaintiff and against Defendant at No. 99-228-C.D. in the Court of Common Pleas of Clearfield County whereby it is agreed by the parties that the Mortgage above-referenced shall be marked reinstated by the Recorder of Deeds of Clearfield County;
2. **DEPOSIT BANK** agrees to pay the monthly mortgage payments of **PAUL S. SILINSKY** for the months of February, March, April and May of 1999, whereafter **PAUL S. SILINSKY** understands, acknowledges and agrees to commence with the regular monthly payments directly to **DEPOSIT BANK**;
3. Contemporaneous with the signing of this Agreement, **PAUL S. SILINSKY** agrees to return to **DEPOSIT BANK** the Note for the aforementioned Mortgage previously forwarded to him and erroneously marked "paid";
4. Defendant **PAUL S. SILINSKY** warrants that he has not had or caused any liens of record to be entered against the property securing the mortgage lien herein being reinstated, said

**EXHIBIT "F"**

property more commonly known as 433 East Du Bois Avenue, City of Du Bois, Clearfield County, Pennsylvania, in the time period since the mortgage being reinstated was erroneously marked "satisfied" and the date of signing of this Agreement.

5. Defendant **PAUL S. SILINSKY** agrees to execute any and all documents which may require his signature for the purpose of effecting all of the terms and conditions of this Agreement so as to give full force and effect to the same.

**DEPOSIT BANK**Date: 4/17/99By John M. Gable, Jr. V.P.Date: 4/17/99  
**PAUL S. SILINSKY**

Date: 8/29/00

**ACT 91 Notice**  
**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE \***

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

The HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME(S): Claudia Silinsky  
 PROPERTY ADDRESS: 433 DuBois Ave, DuBois, Pa. 15801  
 LOAN ACCT. NO.: 1110218-10689  
 ORIGINAL LENDER: Deposit Bank  
 CURRENT LENDER/SERVICER: First Commonwealth Bank

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

**:IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.**

**:IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND**

**:IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.**

Exhibit "G"

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: \$\_ 53,070.05 in past due principal, \$\_ 8,880.65 in past due interest. \_\_\_\_\_  
Other charges ( explain/itemize): \_\_\_\_\_ Loan has matured since 5/6/99 \_\_\_\_\_  
TOTAL AMOUNT PAST DUE: \$\_ 65,021.50 \_\_\_\_\_

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

**HOW TO CURE THE DEFAULT** - You must cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$\_ 65,021.50, PLUS ANY

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-** If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the sheriff's sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE-** It is estimated that the earliest date that such a Sheriff's sale of the mortgaged property could be held would be approximately 2 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

Name of Lender: First Commonwealth Bank  
 Address: 654 Philadelphia St.  
 Phone Number: (724) 463-2567  
 Fax Number: (724) 463-2581  
 Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY



## FIRST COMMONWEALTH BANK

Member FDIC

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



7099 3400 0002 7563 4566

Claudia Silinsky  
433 DuBois Ave.  
DuBois, Pa. 15801

RECEIVED BY MAIL  
IN PURSUANCE OF THE AUTHORITY OF  
FIRST COMMONWEALTH BANK

## 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:

Claudia Silinsky  
433 DuBois Ave.  
DuBois, Pa. 15801

## COMPLETE THIS SECTION ON DELIVERY

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

## C. Signature

Agent  
 Addressee

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

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Copy from service label)  
7099 3400 0002 7563 4566

PS Form 3811, July 1999

Domestic Return Receipt

102585-99-M-1789

Date: 8/29/00

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 Other charges ( explain/itemize):   Loan has matured since 5/6/99  
 TOTAL AMOUNT PAST DUE:   \$ 65,021.50

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- : TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

- 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:

**Paul S. Silinsky**  
**433 DuBois Ave.**  
**DuBois, Pa. 15801**

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

## C. Signature

**X**

Agent  
 Addressee

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

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes2. Article Number (Copy from service label)  
**7099 3400 0014 6761 2454**

PS Form 3811, July 1989

Domestic Return Receipt

102585-00-M-1789

PLACE STICKER AT TOP OF ENVELOPE  
 TO LEFT OF RETURN ADDRESS  
 FCB CREDIT ANALYSIS

**CERTIFIED MAIL**

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

<b>Paul S. Silinsky</b>	
Postage	\$
Certified Fee	
Return Receipt Fee <small>(Endorsement Required)</small>	
Restricted Delivery Fee <small>(Endorsement Required)</small>	
Total Postage & Fees \$	
<b>Recipient's Name (Please Print Clearly) (to be completed by mailer)</b> <b>Paul S. Silinsky</b> <small>Street, Apt. No., or PO Box No.</small> <b>433 DuBois Ave</b> <small>City, State, Zip Code</small> <b>DuBois, Pa. 15801</b>	
<small>Postmark Here</small> <small>Post Office Date, January 2000</small> <small>See Reverse for Instructions</small>	

VERIFICATION

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



David B. Hepler  
Vice President, Credit Administration  
First Commonwealth Bank, Successor in Interest to  
Deposit Bank

02-26-01 Document  
Reinstated/Restated to Sheriff/Attorney  
for service.

*John C. Schmitz*  
Deputy Prothonotary

Dec 26th 2001

PD \$8.00

Prothonotary  
William A. Stein

*John C. Schmitz*  
Dec 26 2001

FILED

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

Sheriff Docket # 10613

**FIRST COMMONWEALTH BANK**

01-108-CD

**VS.**

**SILINSKY, PAUL S. & CLAUDIA**

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW FEBRUARY 7, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
PAUL S. SILINSKY AND CLAUDIA SILINSKY, DEFENDANTS. MOVED TO OHIO, NO  
ADDRESS.**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>31.88</b>	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
<b>20.00</b>	<b>SURCHARGE: PAID BY: ATTY.</b>

**FILED**

**FEB 12 2001**

**m 11:50**

**William A. Shaw**

**Prothonotary**

**Sworn to Before Me This**

12th Day of February, 2001  
*William A. Shaw*

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

**So Answers,**

*Chester A. Hawkins  
by Marilyn Harris*

**Chester A. Hawkins**  
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
Successor in Interest to DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

Case No. 01-108-CO

vs.

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

COMPLAINT IN MORTGAGE  
FORECLOSURE

Defendants.

Filed on behalf of First Commonwealth  
Bank, Successor in Interest to Deposit  
Bank, Plaintiff

Counsel of record for this party:

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

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

433 E. DuBois Avenue  
DuBois, Pennsylvania 15801  
Tax Map #7-3-17-5419

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

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

JAN 22 2001

Attest:

Wm. A. Ober  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
 )  
 Plaintiff, ) Case No. \_\_\_\_\_  
 )  
 vs. )  
 )  
 PAUL S. SILINSKY and )  
 CLAUDIA SILINSKY, )  
 )  
 Defendants. )

**IMPORTANT NOTICE**

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

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

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
 )  
 Plaintiff, ) Case No. \_\_\_\_\_  
 )  
 vs. )  
 )  
 PAUL S. SILINSKY and )  
 CLAUDIA SILINSKY, )  
 )  
 Defendants. )

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, First Commonwealth Bank, Successor in Interest to Deposit Bank (the "Bank"), is a banking association with business offices at Central Offices, Northwest Corner, Philadelphia and Sixth Streets, Indiana, Pennsylvania 15701-0400.
2. Defendants, Paul S. Silinsky and Claudia Silinsky, are adult individuals with a last known address of 433 East DuBois Avenue, DuBois, Pennsylvania 15801.
3. On or about May 6, 1994, Paul S. Silinsky and Claudia Silinsky (the "Borrowers") executed a Mortgage Note (the "Note"), whereby Borrowers became obligated to pay the Bank the principal amount of \$99,500.00, together with interest thereon as more particularly set forth in the Note. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The obligations evidenced by the Note are secured by a Mortgage dated May 6, 1994 ("Mortgage") given by Borrowers to Bank, which granted the Bank, *inter alia*, a security interest in certain real property known as 433 East DuBois Avenue, DuBois, County of Clearfield, Pennsylvania, as more particularly described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") in Mortgage Book Volume 1603, page 114. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

5. On December 3, 1998, the Bank, James Smith, an individual who resides at R.D. #2, Box 256, Brockway, Pennsylvania 15824, and Paul S. Silinsky entered into an Agreement to Release Mortgage and Release of Claims (the "Release") whereby certain commercial property covered by the Mortgage was to be released from the lien of the Mortgage as more particularly described therein. True and correct copies of the Release and Satisfaction Piece are attached hereto and incorporated herein as Exhibit "C" and Exhibit "D".

6. By virtue of the Satisfaction Piece, the Mortgage on the Premises was inadvertently released.

7. By Order of the Court of Common Pleas of Clearfield County on April 19, 1999 (the "Order"), and pursuant to an Agreement entered into between the Bank and Paul Silinsky (the "Agreement"), the Honorable John K. Reilly, Jr. Ordered and Decreed that the Mortgage be marked by the Recorder of Deeds of Clearfield County as "Reinstated", subject to the release of the commercial property from the Mortgage. True and correct copies of the Order and Agreement are attached hereto and incorporated herein as Exhibit "E" and Exhibit "F".

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

9. Borrowers are the record and real owners of the Premises.

10. There has been no assignment, release or transfer of the Note or the Mortgage, except as provided above.

11. On or about August 29, 2000, Notices were sent to Mortgagor in accordance with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 – Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) that an action on said Mortgage may be commenced after 31 days from the date of the Notices. Said Notices further advised Borrowers of Borrowers' rights and obligations in accordance with the Acts. A copy of the Notices are attached hereto as Exhibit "G", collectively, and incorporated herein.

12. The amount due to Bank under the Note and the Mortgage as of January 16, 2001 is as follows:

Principal .....	\$56,140.85
Interest through January 16, 2001	
(per diem \$14.81495) .....	10,910.30
Late Fees .....	0.00
Costs .....	to be added
Attorney's Fees .....	<u>to be added</u>
 TOTAL .....	 \$67,051.15

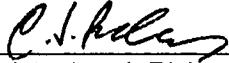
13. The total amount due to Bank under the Note and the Mortgage as of January 16, 2001 was Sixty-Seven Thousand Fifty-One and 15/100 Dollars (\$67,051.15), plus interest accruing from January 16, 2001, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Sixty-Seven Thousand Fifty-One and 15/100 Dollars (\$67,051.15), plus continuing interest at

the contract rate, late charges, reasonable attorneys' fees as authorized by the Note and costs of foreclosure and sale of the Mortgaged Premises.

TUCKER ARENSBERG, P.C.

By:

  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
Successor in Interest to Deposit Bank, Plaintiff

122261.2:BF  
11555-23665

17V—Mortgage Note. For use with Mortgage No. 28819  
Henry Hull, Inc., Indiana, Pa.

## Mortgage Note

\$ 99,500.00

Reynoldsville, Pennsylvania

May 6

1994

For Value Received, PAUL S. SILINSKY, single and CLAUDIA SILINSKY, a widow,

promises to pay to the order of DEPOSIT BANK, 2 East Long Avenue, DuBois, PA 15801 its successors or assigns, in lawful money of the United States of America, the sum of Ninety Nine Thousand Five Hundred

Dollars (\$ 99,500.00) and any additional moneys loaned or advanced by any holder hereof as hereinafter provided, as follows: Ninety Nine Thousand Five Hundred (\$99,500.00) Dollars together with interest thereon at the rate of Nine and One Half (9.50%) percent per annum. Principal and interest payable in sixty (60) successive monthly installments consisting of 59 monthly installments of \$927.47 each, beginning on June 1, 1994, and the remaining installments on the same day of each succeeding month thereafter and one final installment of \$89,041.62 due on May 6, 1999. Payments shall be applied, first, to payment of interest and the balance to payment of principal; said Mortgagors shall have the right to anticipate any or all payments.

"The undersigned shall have the right to prepay the principal of the loan in full at any time upon payment of the sum of 1% of the outstanding principal in addition to all other sums then due and owing on the loan. THIS NOTE ALSO CONTAINS AN ADDENDUM TO THE WARRANTIES AND AGREEMENTS THAT IS EXPLAINED IN EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN.

and any balance of principal or interest remaining unpaid on 19 shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent (6%) of any such overdue payment as compensation for the additional service resulting from the default; all payments to be made at Deposit Bank, 2 East Long Avenue, DuBois,

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

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

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

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

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

This Note is secured by a Mortgage of even date herewith upon real estate described therein.  
THIS NOTE IS ALSO SECURED WITH SECURITY AGREEMENTS.

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

Witnessed by:

*Paul S. Silinsky*

*Paul S. Silinsky* (SEAL)  
Paul S. Silinsky

*Claudia Silinsky* (SEAL)  
Claudia Silinsky

(SEAL)

EXHIBIT "A"

## Guaranty and Suretyship Agreement

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

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

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

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

Witness the due execution hereof this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

Witnessed by:

(SEAL)

(SEAL)

Mortgage  
Note

FROM	PAUL S. SILINSKY AND CLAUDIA SILINSKY
TO	DEPOSIT BANK

245NY—Mortgage, Individual to Corporation. For use with Mortgage Note 17V  
Henry Hall, Inc., Indiana, Pa.

VOL 1603 PAGE 114

# Mortgage

Made this 6th day of May, 1994

Between

PAUL S. SILINSKY, single and CLAUDIA SILINSKY, a widow, both of 433 E. DuBois Avenue, DuBois, Clearfield County, Pennsylvania 15801

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

And

DEPOSIT BANK of 2 East Long Avenue, DuBois, Pennsylvania 15801, its successors and assigns,

(hereinafter called "Mortgagor")

Whereas, Mortgagor has executed and delivered to Mortgagor a certain Mortgage Note (hereinafter called the "Note") of even date herewith, payable to the order of Mortgagor in the principal sum of Ninety Nine Thousand Five Hundred -----

lawful money of the United States of America, and has provided therein for payment of any additional moneys loaned or advanced thereunder by Mortgagor, together with interest thereon at the rate provided in the note, in the manner and at the times therein set forth, and containing certain other terms and conditions, all of which are specifically incorporated herein by reference:

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

All that certain lot or piece of land situate in the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, known as lot No. One in the plan of lots of the Hetrick Subdivision and being bounded and described as follows, to wit:-

BEGINNING at a cut in concrete sidewalk at the intersection of State Highway Route 255 with the west line of Division Street; thence north 66° 48' west, along the said concrete sidewalk, sixty (60) feet to the line of Lot No. 2 of the said Hetrick Subdivision; thence north 23° 47' east, along the line of said lot No. 2 one hundred fifty (150) feet to an iron pipe in the line of a proposed street as shown in said Plan of Hetrick Subdivision; thence south 66° 48' east, along the line of the said proposed street, sixty (60) feet to an iron pipe in the West line of Division street; thence south 23° 47' west, along the line of Division street, one hundred fifty (150) feet to the cut in concrete sidewalk at the intersection of Route 255 with the West line of Division street, the place of beginning.

BEING the same premises conveyed to Claudia Silinsky, a widow and Paul S. Silinsky, an individual by deed of Claudia Silinsky, a widow, said deed dated November 2, 1993 and recorded in the Office of the Recorder of Deeds for Clearfield County in Deeds and Records Book 1566, page 549.

AND

ALL that certain lot situate in the City of DuBois, Clearfield County, Pennsylvania described as follows:

BEGINNING at an iron pin at the northwest corner of West DuBois Avenue and Delaware Street; thence north 74 degrees 40 minutes west, along the north street line of West DuBois Avenue, one hundred forty-five (145) feet to an iron pin; thence north 0 degrees 24 minutes east, one hundred fifty-five and twenty-four one hundredths (155.24) feet to an iron pin in the south street line of West Second Avenue produced westerly; thence south 74 degrees 40 minutes east, one hundred eighty-five (185) feet to an iron pin on the west street line of Delaware Street; thence south 15 degrees 20 minutes west, along the west street line of Delaware Street, one hundred fifty (150) feet to the place of beginning.

NOV. 09 11 (TUE) 15:33

FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 022

VOL 1603 PAGE 115

BEING the same premises conveyed to Paul S. Silinsky, an individual, by deed of Claudia Silinsky, a widow, said deed dated December 31, 1993 and recorded in the Office of the Recorder of Deeds for Clearfield County at Deeds and Records Book 1582 on page 21.

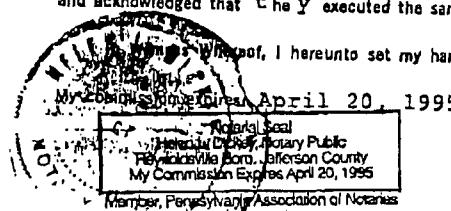
VOL 1603 PAGE 117

Commonwealth of Pennsylvania

County of JEFFERSON

ss.

On this, the 6th day of May, 1994, before me, a Notary Public the undersigned officer, personally appeared Paul S. Silinsky and Claudia Silinsky satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained.



Commonwealth of Pennsylvania

County of

ss.

On this, the day of 19, before me, the undersigned officer, personally appeared satisfactorily proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained.

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

My commission expires,

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:24 PM  
BY *Julie L. Starch*  
FEES 13.50

Karen L. Starch, Recorder

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



*Karen L. Starch*  
Karen L. Starch  
Recorder of Deeds

## Mortgage

FROM  
PAUL S. SILINSKY AND CLAUDIA  
SILINSKY

TO  
DEPOSIT BANK

Commonwealth of Pennsylvania

County of

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

Attorney for Mortgagor

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

Entered of Record May 6, 1994, 12:24 PM Karen L. Starch, Recorder

AGREEMENT TO RELEASE MORTGAGE AND RELEASE OF CLAIMS

This Agreement to Release Mortgage and Release of Claims (this "Agreement") is made and entered into this 3rd day of December 1998, by and between DEPOSIT BANK, a division of First Commonwealth Bank, a banking institution organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 2 E. Long Avenue, Dubois, Pennsylvania, (hereinafter "Deposit Bank"), JAMES SMITH, an adult individual who resides at R.D.#2, Box 256, Brockway, Pennsylvania 15824 (hereinafter "Smith") and PAUL S. SILINSKY, an adult individual who resides at 51 Delaware Street, DuBois, Pennsylvania 15801 (hereinafter "Silinsky").

WITNESSETH

WHEREAS, on or about November 1, 1986, Silinsky entered into a certain loan transaction with Deposit Bank pursuant to which he borrowed the sum of \$40,000.00 (the "\$40,000.00 Loan"); and

WHEREAS, pledged as collateral for the \$40,000.00 Loan was certain commercial real property located in the City of DuBois, County of Clearfield (the "Commercial Property") pursuant to a mortgage recorded in MBV 1124, Page 262 (the "\$40,000.00 Mortgage"); and

WHEREAS, on or about May 6, 1994, Silinsky entered into a certain loan transaction with Deposit Bank pursuant to which he borrowed the sum of \$99,500.00 (the "\$99,500.00 Loan"); and

EXHIBIT "C"

WHEREAS, pledged as collateral for the \$99,500.00 loan was certain residential real property located in the City of DuBois, County of Clearfield (the "Residential Property") and as well as a second lien on the Commercial Property pursuant to a mortgage recorded in MBV 1603, Page 114 (the "\$99,500.00 Mortgage"); and

WHEREAS, as additional collateral for the \$99,500.00 Loan, Silinsky pledged certain equipment, accounts receivable and inventory of his business known as Keystone Electric Mower Repair Company pursuant to the terms of a Security Agreement dated May 6, 1994; and

WHEREAS, Silinsky has defaulted on his payment obligations in connection with the Loans and, as a result, Deposit Bank has commenced mortgage foreclosure actions against the Commercial Property and the Residential Property which actions have been reduced to judgment and are scheduled for Sheriff's Sales on December 4, 1998; and

WHEREAS, Smith desires to acquire the Commercial Property as well as the equipment of Keystone Electric Motor Repair Company (the "Equipment"); and

WHEREAS, in connection with Smith's desire to acquire the Commercial Property and the Equipment, certain disputes arose between Smith and Deposit Bank; and

WHEREAS, Deposit Bank and Smith desire to amicably resolve all claims and disputes between them.

NOW THEREFORE, in consideration of the payments to be made hereunder, the release of mortgage and release of claims in connection herewith and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. In full and final settlement of all claims against Deposit Bank arising from, related to or connected with the Loans, the Commercial Property, the Residential Property, the Equipment or any related matter, including, without limitation, all claims asserted by Smith or Silinsky, Deposit Bank shall release the Commercial Property from the lien of its mortgage thereon, discontinue the pending Sheriff's Sale of the Commercial Property and release the Equipment from the lien of its security agreement within twenty (20) days after execution of this Agreement by all parties and its receipt of the amount of Forty-Two Thousand and 00/100 Dollars (\$42,000.00) from Smith (the "Settlement Amount").
2. Except for the obligations created by this Agreement, Smith hereby releases and forever discharges Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns from any and all actions, causes of action, suits, counterclaims, cross-claims, proceedings, debts, judgments, damages, claims and demands of any kind or nature whatsoever, in law or equity, whether now in existence or hereafter which Smith shall or may have against Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns including those, arising from, relating to, or in any way connected with the Loans, the Commercial Property, the

Residential Property, the Equipment or any matters identified in, or related to, this Agreement.

4. Except for the obligations created by this Agreement, Silinsky hereby releases and forever discharges Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns from any and all actions, causes of action, suits, counter-claims, cross-claims, proceedings, debts, judgments, damages, claims and demands of any kind or nature whatsoever, in law or equity, whether now in existence or hereafter which Silinsky shall or may have against Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns including those, arising from, relating to, or in any way connected with the release of the Commercial Property and the Equipment, the manner in which the Settlement Amount is applied to the Loans or any matters identified in, or related to, this Agreement.

5. It is understood and agreed between the parties hereto that this Agreement shall not constitute or be construed as an admission of liability on the part of any party hereto or as evidencing or indicating in any degree an admission of the truth or correctness of any claims asserted.

6. It is further understood and agreed between the parties hereto that this Agreement and the terms and conditions hereof embodies the entire agreement between the parties and that there are no written or oral understandings or agreements which are not expressly set forth herein.

7. It is specifically understood by all parties that Deposit Bank will retain its security interests in all property pledged in connection with the Loans with the exception of the property identified herein.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have executed this Agreement to Release Mortgage and Release of Claims effective as of the date and year first above written.

## ATTEST:

Paul A. Newk V.P.DEPOSIT BANK, a division of First  
Commonwealth BankBy: James M. Baker  
Name: James M. Baker  
Title: 3R. V.P.

## WITNESS:

Jenifer SpencerJames Smith  
James SmithJenifer SpencerPaul S. Silinsky  
Paul S. Silinsky  
Paul S. Silinsky I/d/b/a Keystone Electric  
Motor Repair Company

NOV -09' 11 (TUE) 15:35

## FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 029

### SATISFACTION PIECE

Made this the 16TH day of DECEMBER 1908

Murphy, Paul S. and Claudia Silinsky  
Name of Mortgagor: PAUL S. SINTINSKY AND CLAUDIA SILINSKY  
Name of Mortgaggee: DEPOSIT BANK (FORMERLY DEPOSIT NATIONAL BANK)  
Name of Lost Assignment: N/A  
Date of Mortgage: MAY 6, 1994  
Original Mortgage Debt: \$99,500.00

Mortgage recorded on MAY 6, 1984 in the Office of the Recorder of Deeds of CLEARFIELD COUNTY Pennsylvania in Mortgage Book Volume 1603 Page 114.

"We Hesitantly Empower The Recorder of Deeds To Mark The Scene of Record."

**Brief Description or Statement of Location of Material**

ALL that certain lot or piece of land situate in the Third Ward of the City of Dubuque, Clayton County

The undersigned hereby certifies that the debt secured by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

Witness the due execution hereof

**DEPOSITOR BANK**

Name of Holder  
Norman J. Montgomery,  
Maurer Loan Service

Allard

Richard F. Dernier

Richard

State of Pennsylvania  
County of Indiana

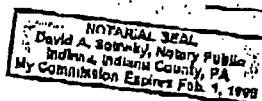
On this, the 16th day of December 1998, before me, the undersigned officer personally appeared, Richard L. Dremann, Witness for DEPOSIT BANK and Norman J. Munguimay, who acknowledged himself to be the Manager of Loan Service of DEPOSIT BANK, a corporation, and that he as such Manager Loan Services, being duly authorized to do so executed the foregoing instrument for the purpose thereof by signing the name of the corporation by himself as Manager Loan Services.

In witness whereof, I have written my hand and affixed

Daniel A. Gotschy  
Name: \_\_\_\_\_



KMS



**EXHIBIT "D"**

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

DEPOSIT BANK,

NO. 99 - 228 - C.D.

PLAINTIFF

TYPE OF CASE: CIVIL

VS.

PAUL S. SILINSKY,

DEFENDANT

TYPE OF PLEADING: STIPULATION  
AND ORDER OF COURT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD FOR THIS  
PARTY:

CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

BLAKLEY, JONES & MOHNEY  
90 BEAVER DRIVE, BOX 6  
DU BOIS, PA 15801  
(814) 371-2730

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

APR 19 1999

Attest:



EXHIBIT "E"

3. The parties by their counsel so stipulate to the following Order being entered of record:

Date: 4/7/99

*Querino R. Torretti, Esquire*  
Querino R. Torretti, Esquire  
Attorney for Defendant Paul S. Silinsky

Date: 4/14/99

*Christopher E. McNamee, Esquire*  
Christopher E. McNamee, Esquire  
Attorney for Plaintiff Deposit Bank

**ORDER**

AND NOW, this 19th day of March, 1999, upon Stipulation of the parties as hereinbefore stated, it is hereby ORDERED AND DECREED that Mortgage of DEPOSIT BANK recorded in Clearfield County Deed & Record Book Volume 1603, page 114, be marked by the Recorder of Deeds as "Reinstated", subject to the release of the commercial property from the aforementioned Mortgage previously recorded and it is the FURTHER ORDER of this Court that a copy of this Order shall be recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

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

APR 19 1999  
*John K. Reilly*  
John K. Reilly  
Prothonotary

**AGREEMENT**

WHEREAS, **DEPOSIT BANK** instituted suit at No. 99-228-C.D. in the Court of Common Pleas of Clearfield County, Pennsylvania against **PAUL S. SILINSKY** seeking to reinstate a Mortgage given by **PAUL S. SILINSKY** to **DEPOSIT BANK** and recorded at Clearfield County Record Book Volume 1603, page 114; and

WHEREAS, the parties have reached a settlement of the action on terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto intending to be legally bound, agree as follows:

1. Stipulation and Consent Order will be entered in favor of the Plaintiff and against Defendant at No. 99-228-C.D. in the Court of Common Pleas of Clearfield County whereby it is agreed by the parties that the Mortgage above-referenced shall be marked reinstated by the Recorder of Deeds of Clearfield County;
2. **DEPOSIT BANK** agrees to pay the monthly mortgage payments of **PAUL S. SILINSKY** for the months of February, March, April and May of 1999, whereafter **PAUL S. SILINSKY** understands, acknowledges and agrees to commence with the regular monthly payments directly to **DEPOSIT BANK**;
3. Contemporaneous with the signing of this Agreement, **PAUL S. SILINSKY** agrees to return to **DEPOSIT BANK** the Note for the aforementioned Mortgage previously forwarded to him and erroneously marked "paid";
4. Defendant **PAUL S. SILINSKY** warrants that he has not had or caused any liens of record to be entered against the property securing the mortgage lien herein being reinstated, said

**EXHIBIT "F"**

property more commonly known as 433 East Du Bois Avenue, City of Du Bois, Clearfield County, Pennsylvania, in the time period since the mortgage being reinstated was erroneously marked "satisfied" and the date of signing of this Agreement.

5. Defendant **PAUL S. SILINSKY** agrees to execute any and all documents which may require his signature for the purpose of effecting all of the terms and conditions of this Agreement so as to give full force and effect to the same.

**DEPOSIT BANK**Date: 4/17/99By J. M. Bales, Jr. VPDate: 4/17/99Paul S. Silinsky  
PAUL S. SILINSKY

Date: 8/29/00

## ACT 91 Notice

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE \*

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

The HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME(S): Claudia Silinsky  
 PROPERTY ADDRESS: 433 DuBois Ave, DuBois, Pa.15801  
 LOAN ACCT. NO.: 1110218-10689  
 ORIGINAL LENDER: Deposit Bank  
 CURRENT LENDER/SERVICER: First Commonwealth Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

: IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.

: IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

: IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT** - The MORTGAGE debt held by the above lender on your property located at:

**IS IN SERIOUS DEFAULT** because:

**A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS** for the following months and the following amounts are now past due: \$ 53,070.05 in past due principal, \$ 8,880.65 in past due interest. \_\_\_\_\_  
 Other charges (explain/itemize): \_\_\_\_\_ Loan has matured since 5/6/99 \_\_\_\_\_  
 TOTAL AMOUNT PAST DUE: \$ 65,021.50 \_\_\_\_\_

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

**HOW TO CURE THE DEFAULT** - You must cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 65,021.50, PLUS ANY

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S-SALE- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the sheriff's sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's sale of the mortgaged property could be held would be approximately 2 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

AUG. -29' 12 (TUE) 13:45

FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 006

# FIRST COMMONWEALTH BANK

Member FDIC

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



7099 3400 0002 7563 4566

Claudia Silinsky  
433 DuBois Ave.  
DuBois, Pa. 15801

RECEIVED BY MAIL  
IN PURSUANCE OF THE RETURN ADDRESS  
ENTITLED TO GO OUT IN URGENT SERVICE

#### 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:

Claudia Silinsky  
433 DuBois Ave.  
DuBois, Pa. 15801

#### COMPLETE THIS SECTION ON DELIVERY

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

#### C. Signature

X  Agent  
 Addressee

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

#### 3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Copy from service label)  
7099 3400 0002 7563 4566

PS Form 3811, July 1999

Domestic Return Receipt

102585-99-M-1788

Date: 8/29/00

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 LOAN ACCT. NO.: 1110218-10689  
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 CURRENT LENDER/SERVICER: First Commonwealth Bank

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 Other charges ( explain/itemize):   Loan has matured since 5/6/99  
 TOTAL AMOUNT PAST DUE:   \$ 65,021.50

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- : TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

- 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:

**Paul S. Silinsky**  
**433 DuBois Ave.**  
**DuBois, Pa. 15801**

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

## C. Signature

**X**

Agent  
 Addressee

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

## 3. Service Type

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

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Copy from service label)  
**7099 3400 0014 6761 2454**

PS Form 3811, July 1988

Domestic Return Receipt

102585-88-M-1789

<b>U.S. Postal Service</b> <b>CERTIFIED MAIL RECEIPT</b> <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
<b>Paul S. Silinsky</b>	
<b>Postage</b> <input type="text" value="\$"/>	<b>Postmark Here</b>
<b>Certified Fee</b> <input type="text"/>	
<b>Return Receipt Fee (Endorsement Required)</b> <input type="text"/>	
<b>Restricted Delivery Fee (Endorsement Required)</b> <input type="text"/>	
<b>Total Postage &amp; Fees</b> <input type="text" value="\$"/>	
<b>Recipient's Name (Please Print Clearly) (to be completed by mailer)</b> <b>Paul S. Silinsky</b> <b>Street, Apt. No., or PO Box No.</b> <b>433 DuBois Ave</b> <b>City, State, Zip/PL</b> <b>DuBois, Pa. 15801</b>	
<small>PS Form 3811, July 1988</small> <small>See Reverse for Instructions</small>	

VERIFICATION

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



David B. Hepler  
Vice President, Credit Administration  
First Commonwealth Bank, Successor in Interest to  
Deposit Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
Successor in Interest to DEPOSIT BANK,

Plaintiff,

vs.

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

Defendants.

CIVIL DIVISION

Case No. 01-108-6D

COMPLAINT IN MORTGAGE  
FORECLOSURE

Filed on behalf of First Commonwealth  
Bank, Successor in Interest to Deposit  
Bank, Plaintiff

Counsel of record for this party:

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

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

433 E. DuBois Avenue  
DuBois, Pennsylvania 15801  
Tax Map #7-3-17-5419

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

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

JAN 22 2001

Attest.

Wm. J. Flanagan  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Successor in Interest to DEPOSIT BANK,	)	
	)	
Plaintiff,	)	Case No. _____
	)	
vs.	)	
	)	
PAUL S. SILINSKY and	)	
CLAUDIA SILINSKY,	)	
	)	
Defendants.	)	

**IMPORTANT NOTICE**

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

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

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
 )  
 Plaintiff, ) Case No. \_\_\_\_\_  
 )  
 vs. )  
 )  
 PAUL S. SILINSKY and )  
 CLAUDIA SILINSKY, )  
 )  
 Defendants. )

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, First Commonwealth Bank, Successor in Interest to Deposit Bank (the "Bank"), is a banking association with business offices at Central Offices, Northwest Corner, Philadelphia and Sixth Streets, Indiana, Pennsylvania 15701-0400.
2. Defendants, Paul S. Silinsky and Claudia Silinsky, are adult individuals with a last known address of 433 East DuBois Avenue, DuBois, Pennsylvania 15801.
3. On or about May 6, 1994, Paul S. Silinsky and Claudia Silinsky (the "Borrowers") executed a Mortgage Note (the "Note"), whereby Borrowers became obligated to pay the Bank the principal amount of \$99,500.00, together with interest thereon as more particularly set forth in the Note. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The obligations evidenced by the Note are secured by a Mortgage dated May 6, 1994 ("Mortgage") given by Borrowers to Bank, which granted the Bank, *inter alia*, a security interest in certain real property known as 433 East DuBois Avenue, DuBois, County of Clearfield, Pennsylvania, as more particularly described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") in Mortgage Book Volume 1603, page 114. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

5. On December 3, 1998, the Bank, James Smith, an individual who resides at R.D. #2, Box 256, Brockway, Pennsylvania 15824, and Paul S. Silinsky entered into an Agreement to Release Mortgage and Release of Claims (the "Release") whereby certain commercial property covered by the Mortgage was to be released from the lien of the Mortgage as more particularly described therein. True and correct copies of the Release and Satisfaction Piece are attached hereto and incorporated herein as Exhibit "C" and Exhibit "D".

6. By virtue of the Satisfaction Piece, the Mortgage on the Premises was inadvertently released.

7. By Order of the Court of Common Pleas of Clearfield County on April 19, 1999 (the "Order"), and pursuant to an Agreement entered into between the Bank and Paul Silinsky (the "Agreement"), the Honorable John K. Reilly, Jr. Ordered and Decreed that the Mortgage be marked by the Recorder of Deeds of Clearfield County as "Reinstated", subject to the release of the commercial property from the Mortgage. True and correct copies of the Order and Agreement are attached hereto and incorporated herein as Exhibit "E" and Exhibit "F".

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

9. Borrowers are the record and real owners of the Premises.

10. There has been no assignment, release or transfer of the Note or the Mortgage, except as provided above.

11. On or about August 29, 2000, Notices were sent to Mortgagor in accordance with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 – Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) that an action on said Mortgage may be commenced after 31 days from the date of the Notices. Said Notices further advised Borrowers of Borrowers' rights and obligations in accordance with the Acts. A copy of the Notices are attached hereto as Exhibit "G", collectively, and incorporated herein.

12. The amount due to Bank under the Note and the Mortgage as of January 16, 2001 is as follows:

Principal .....	\$56,140.85
Interest through January 16, 2001 (per diem \$14.81495).....	10,910.30
Late Fees.....	0.00
Costs.....	<u>to be added</u>
Attorney's Fees .....	<u>to be added</u>
 TOTAL .....	 \$67,051.15

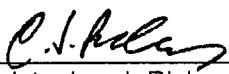
13. The total amount due to Bank under the Note and the Mortgage as of January 16, 2001 was Sixty-Seven Thousand Fifty-One and 15/100 Dollars (\$67,051.15), plus interest accruing from January 16, 2001, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Sixty-Seven Thousand Fifty-One and 15/100 Dollars (\$67,051.15), plus continuing interest at

the contract rate, late charges, reasonable attorneys' fees as authorized by the Note and costs of foreclosure and sale of the Mortgaged Premises.

TUCKER ARENSBERG, P.C.

By:

  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
(412) 566-1212  
Attorneys for First Commonwealth Bank,  
Successor in Interest to Deposit Bank, Plaintiff

122261.2:BF  
11555-23665

17V—Mortgage Note. For use with Mortgage No. 245NV  
Henry Hall, Inc., Indiana, Pa.

## Mortgage Note

\$ 99,500.00

Reynoldsville, Pennsylvania

May 6

1994

For Value Received, PAUL S. SILINSKY, single and CLAUDIA SILINSKY, a widow,

promises to pay to the order of DEPOSIT BANK, 2 East Long Avenue, DuBois, PA 15801  
lawful money of the United States of America, the sum of Ninety Nine Thousand Five Hundred

Dollars (\$ 99,500.00) and any additional money loaned or advanced by any holder hereof as  
hereinafter provided, as follows: Ninety Nine Thousand Five Hundred (\$99,500.00) Dollars together  
with interest thereon at the rate of Nine and One Half (9.50%) percent per annum.  
Principal and interest payable in sixty (60) successive monthly installments consisting of  
59 monthly installments of \$927.47 each, beginning on June 1, 1994, and the remaining  
installments on the same day of each succeeding month thereafter and one final installment  
of \$89,041.62 due on May 6, 1999. Payments shall be applied, first, to payment of  
interest and the balance to payment of principal; said Mortgagors shall have the right to  
anticipate any or all payments.

"The undersigned shall have the right to prepay the principal of the loan in full at any time upon payment  
of the sum of 1% of the outstanding principal in addition to all other sums then due and owing on the loan.  
THIS NOTE ALSO CONTAINS AN ADDENDUM TO THE WARRANTIES AND AGREEMENTS THAT IS

EXPLAINED IN EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN.

19

and any balance of principal or interest remaining unpaid on  
shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein  
shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent  
(6%) of any such overdue payment as compensation for the additional service resulting from the default; all pay-  
ments to be made at Deposit Bank, 2 East Long Avenue, DuBois,

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

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

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

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

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

This Note is secured by a Mortgage of even date herewith upon real estate described therein.  
THIS NOTE IS ALSO SECURED WITH SECURITY AGREEMENTS.

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

Witnessed by:

*Paul S. Silinsky*

*Paul S. Silinsky* (SEAL)  
*Claudia Silinsky* (SEAL)

*Claudia Silinsky* (SEAL)

(SEAL)

EXHIBIT "A"

**Guaranty and Suretyship Agreement**

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

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

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

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

Witness the due execution hereof this

day of

, 19

Witnessed by:

(SEAL)

(SEAL)

**Mortgage  
Note**

FROM  
PAUL S. SILINSKY AND CLAUDIA  
SILINSKY

TO  
DEPOSIT BANK

245NY—Mortgage, Individual to Corporation. For use with Mortgage Note 17V  
Henry Hall, Inc., Indiana, Pa.

vol 1603 PAGE 114

# Mortgage

Made this 6th day of May, 1994

Between

PAUL S. SILINSKY, single and CLAUDIA SILINSKY, a widow, both of 433 E. DuBois Avenue, DuBois, Clearfield County, Pennsylvania 15801

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

And

DEPOSIT BANK of 2 East Long Avenue, DuBois, Pennsylvania 15801, its successors and assigns,

(hereinafter called "Mortgagee")

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

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

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

All that certain lot or piece of land situate in the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, known as lot No. One in the plan of lots of the Hetrick Subdivision and being bounded and described as follows, to wit:-

BEGINNING at a cut in concrete sidewalk at the intersection of State Highway Route 255 with the west line of Division Street; thence north 66° 48' west, along the said concrete sidewalk, sixty (60) feet to the line of Lot No. 2 of the said Hetrick Subdivision; thence north 23° 47' east, along the line of said lot No. 2 one hundred fifty (150) feet to an iron pipe in the line of a proposed street as shown in said Plan of Hetrick Subdivision; thence south 66° 48' east, along the line of the said proposed street, sixty (60) feet to an iron pipe in the West line of Division street; thence south 23° 47' west, along the line of Division street, one hundred fifty (150) feet to the cut in concrete sidewalk at the intersection of Route 255 with the West line of Division street, the place of beginning.

BEING the same premises conveyed to Claudia Silinsky, a widow and Paul S. Silinsky, an individual by deed of Claudia Silinsky, a widow, said deed dated November 2, 1993 and recorded in the Office of the Recorder of Deeds for Clearfield County in Deeds and Records Book 1566, page 549.

AND

ALL that certain lot situate in the City of DuBois, Clearfield County, Pennsylvania described as follows:

BEGINNING at an iron pin at the northwest corner of West DuBois Avenue and Delaware Street; thence north 74 degrees 40 minutes west, along the north street line of West DuBois Avenue, one hundred forty-five (145) feet to an iron pin; thence north 0 degrees 24 minutes east, one hundred fifty-five and twenty-four one hundredths (155.24) feet to an iron pin in the south street line of West Second Avenue produced westerly; thence south 74 degrees 40 minutes east, one hundred eighty-five (185) feet to an iron pin on the west street line of Delaware Street; thence south 15 degrees 20 minutes west, along the west street line of Delaware Street, one hundred fifty (150) feet to the place of beginning.

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FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 022

VOL 1603 PAGE 115

BEING the same premises conveyed to Paul S. Silinsky, an individual, by deed of Claudia Silinsky, a widow, said deed dated December 31, 1993 and recorded in the Office of the Recorder of Deeds for Clearfield County at Deeds and Records Book 1582 on page 21.

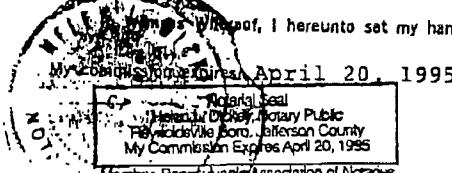
Commonwealth of Pennsylvania

County of JEFFERSON

{ ss.

VOL 1603 PAGE 117

On this, the 6th day of May, 1994, before me, a Notary Public the undersigned officer, personally appeared Paul S. Silinsky and Claudia Silinsky satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained.



Commonwealth of Pennsylvania

County of

{ ss.

On this, the day of , 19 , before me, the undersigned officer, personally appeared satisfactorily proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained.

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

My commission expires:

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:24 PM  
BY *Karen L. Starch*  
FEES 13.50

Karen L. Starch, Recorder

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



*Karen L. Starch*  
Karen L. Starch  
Recorder of Deeds

## Mortgage

FROM

PAUL S. SILINSKY AND CLAUDIA  
SILINSKY

TO

DEPOSIT BANK

### Certificate of Residence of Mortgagor

I do hereby certify that the precise residence and complete post office address of the Deposit Bank is 2 East Long Avenue, P.O. Box 607A, DuBois, PA 15801

Attorney for Mortgagor

Commonwealth of Pennsylvania

County of

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

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

Entered of Record May 6, 1994, 12:24 PM Karen L. Starch, Recorder

AGREEMENT TO RELEASE MORTGAGE AND RELEASE OF CLAIMS

This Agreement to Release Mortgage and Release of Claims (this "Agreement") is made and entered into this 9<sup>th</sup> day of December 1998, by and between DEPOSIT BANK, a division of First Commonwealth Bank, a banking institution organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 2 E. Long Avenue, Dubois, Pennsylvania, (hereinafter "Deposit Bank"), JAMES SMITH, an adult individual who resides at R.D.#2, Box 256, Brockway, Pennsylvania 15824 (hereinafter "Smith") and PAUL S. SILINSKY, an adult individual who resides at 51 Delaware Street, DuBois, Pennsylvania 15801 (hereinafter "Silinsky").

WITNESSETH

WHEREAS, on or about November 1, 1986, Silinsky entered into a certain loan transaction with Deposit Bank pursuant to which he borrowed the sum of \$40,000.00 (the "\$40,000.00 Loan"); and

WHEREAS, pledged as collateral for the \$40,000.00 Loan was certain commercial real property located in the City of DuBois, County of Clearfield (the "Commercial Property") pursuant to a mortgage recorded in MBV 1124, Page 262 (the "\$40,000.00 Mortgage"); and

WHEREAS, on or about May 6, 1994, Silinsky entered into a certain loan transaction with Deposit Bank pursuant to which he borrowed the sum of \$99,500.00 (the "\$99,500.00 Loan"); and

EXHIBIT "C"

WHEREAS, pledged as collateral for the \$99,500.00 Loan was certain residential real property located in the City of DuBois, County of Clearfield (the "Residential Property") and as well as a second lien on the Commercial Property pursuant to a mortgage recorded in MBV 1603, Page 114 (the "\$99,500.00 Mortgage"); and

WHEREAS, as additional collateral for the \$99,500.00 Loan, Silinsky pledged certain equipment, accounts receivable and inventory of his business known as Keystone Electric Motor Repair Company pursuant to the terms of a Security Agreement dated May 6, 1994; and

WHEREAS, Silinsky has defaulted on his payment obligations in connection with the Loans and, as a result, Deposit Bank has commenced mortgage foreclosure actions against the Commercial Property and the Residential Property which actions have been reduced to judgment and are scheduled for Sheriff's Sales on December 4, 1998; and

WHEREAS, Smith desires to acquire the Commercial Property as well as the equipment of Keystone Electric Motor Repair Company (the "Equipment"); and

WHEREAS, in connection with Smith's desire to acquire the Commercial Property and the Equipment, certain disputes arose between Smith and Deposit Bank; and

WHEREAS, Deposit Bank and Smith desire to amicably resolve all claims and disputes between them.

NOW THEREFORE, in consideration of the payments to be made hereunder, the release of mortgage and release of claims in connection herewith and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. In full and final settlement of all claims against Deposit Bank arising from, related to or connected with the Loans, the Commercial Property, the Residential Property, the Equipment or any related matter, including, without limitation, all claims asserted by Smith or Silinsky, Deposit Bank shall release the Commercial Property from the lien of its mortgage thereon, discontinue the pending Sheriff's Sale of the Commercial Property and release the Equipment from the lien of its security agreement within twenty (20) days after execution of this Agreement by all parties and its receipt of the amount of Forty-Two Thousand and 00/100 Dollars (\$42,000.00) from Smith (the "Settlement Amount").
2. Except for the obligations created by this Agreement, Smith hereby releases and forever discharges Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns from any and all actions, causes of action, suits, counterclaims, cross-claims, proceedings, debts, judgments, damages, claims and demands of any kind or nature whatsoever, in law or equity, whether now in existence or hereafter which Smith shall or may have against Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns including those, arising from, relating to, or in any way connected with the Loans, the Commercial Property, the

Residential Property, the Equipment or any matters identified in, or related to, this Agreement.

4. Except for the obligations created by this Agreement, Silinsky hereby releases and forever discharges Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns from any and all actions, causes of action, suits, counterclaims, cross-claims, proceedings, debts, judgments, damages, claims and demands of any kind or nature whatsoever, in law or equity, whether now in existence or hereafter which Silinsky shall or may have against Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns including those, arising from, relating to, or in any way connected with the release of the Commercial Property and the Equipment, the manner in which the Settlement Amount is applied to the Loans or any matters identified in, or related to, this Agreement.

5. It is understood and agreed between the parties hereto that this Agreement shall not constitute or be construed as an admission of liability on the part of any party hereto or as evidencing or indicating in any degree an admission of the truth or correctness of any claims asserted.

6. It is further understood and agreed between the parties hereto that this Agreement and the terms and conditions hereof embodies the entire agreement between the parties and that there are no written or oral understandings or agreements which are not expressly set forth herein.

7. It is specifically understood by all parties that Deposit Bank will retain its security interests in all property pledged in connection with the Loans with the exception of the property identified herein.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have executed this Agreement to Release Mortgage and Release of Claims effective as of the date and year first above written.

## WITNESS:

Paul A. Newk V.P.

DEPOSIT BANK, a division of First Commonwealth Bank

By: James M. Baker  
Name: James M. Baker  
Title: 3R. V.P.

## WITNESS:

Jenifer SpencerJames Smith  
James SmithJenifer SpencerPaul S. Slinsky  
Paul S. Slinsky I/d/b/a Keystone Electric  
Motor Repair Company

NOV. -09-11 (TUE) 15:35

PCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 029

SATISFACTION PIECE

Made this the 16TH day of DECEMBER, 1998

Mortgagor: PAUL S. SITINSKY AND CLAUDIA SITINSKY  
Name of Mortgagee: DEPOSIT BANK (FORMERLY DEPOSIT NATIONAL BANK)  
Name of Lost Assignee: N/A  
Date of Mortgage: MAY 6, 1994  
Original Mortgage Debt: \$99,500.00

Mortgage recorded on MAY 6, 1994 in the Office of the Recorder of Deeds of CLEARFIELD COUNTY Pennsylvania in Mortgage Book Volume 1603 Page 114.

"We Herby Empower The Recorder of Deeds To Mark The Same of Record"

Brief Description or Statement of Location of Mortgage Premises:

ALL that certain lot or place of land situate in the Third Ward of the City of DuBois, Clearfield County

The undersigned hereby certifies that the debt secured by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

Witness the due execution hereof.

DEPOSIT BANK

*Norman J. Montgomery*  
Norman J. Montgomery,  
Manager Loan Services

Attest:

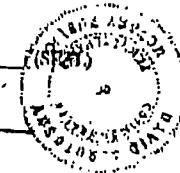
*Richard L. Drennen*  
Richard L. Drennen  
Witness

State of Pennsylvania  
County of Indiana

On this, the 16th day of December 1998, before me, the undersigned officer personally appeared, Richard L. Drennen, Witness for DEPOSIT BANK and Norman J. Montgomery, who acknowledged himself to be the Manager of Loan Service of DEPOSIT BANK, a corporation, and that he as such Manager Loan Services, being duly authorized to do so -- executed the foregoing instrument for the purposes therein by signing the name of the corporation by himself as Manager Loan Services.

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

*David A. Sobczyk*  
Notary Public



KMS

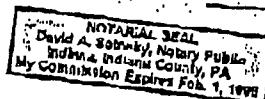


EXHIBIT "D"

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

DEPOSIT BANK, : NO. 99 - 228 - C.D.  
PLAINTIFF : TYPE OF CASE: CIVIL  
VS. : TYPE OF PLEADING: STIPULATION  
PAUL S. SILINSKY, : AND ORDER OF COURT  
DEFENDANT : FILED ON BEHALF OF: PLAINTIFF  
: COUNSEL OF RECORD FOR THIS  
: PARTY:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
: SUPREME COURT NO.: 63494  
: BLAKLEY, JONES & MOHNEY  
: 90 BEAVER DRIVE, BOX 6  
: DU BOIS, PA 15801  
: (814) 371-2730

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

APR 19 1999

Attest:

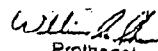
  
Christopher E. Mohney

EXHIBIT "E"

3. The parties by their counsel so stipulate to the following Order being entered of record:

Date: 4/7/99

*Querino R. Torretti Esq.*  
Querino R. Torretti, Esquire  
Attorney for Defendant Paul S. Silinsky

Date: 4/14/99

*Christopher E. McInney Esq.*  
Christopher E. McInney, Esquire  
Attorney for Plaintiff Deposit Bank

ORDER

AND NOW, this 19th day of March, 1999, upon Stipulation of the parties as hereinbefore stated, it is hereby ORDERED AND DECREED that Mortgage of **DEPOSIT BANK** recorded in Clearfield County Deed & Record Book Volume 1603, page 114, be marked by the Recorder of Deeds as "Reinstated", subject to the release of the commercial property from the aforementioned Mortgage previously recorded and it is the FURTHER ORDER of this Court that a copy of this Order shall be recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

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

APR 19 1999  
*John K. Reilly*  
John K. Reilly  
Prothonotary

**AGREEMENT**

WHEREAS, **DEPOSIT BANK** instituted suit at No. 99-228-C.D. in the Court of Common Pleas of Clearfield County, Pennsylvania against **PAUL S. SILINSKY** seeking to reinstate a Mortgage given by **PAUL S. SILINSKY** to **DEPOSIT BANK** and recorded at Clearfield County Record Book Volume 1603, page 114; and

WHEREAS, the parties have reached a settlement of the action on terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto intending to be legally bound, agree as follows:

1. Stipulation and Consent Order will be entered in favor of the Plaintiff and against Defendant at No. 99-228-C.D. in the Court of Common Pleas of Clearfield County whereby it is agreed by the parties that the Mortgage above-referenced shall be marked reinstated by the Recorder of Deeds of Clearfield County;
2. **DEPOSIT BANK** agrees to pay the monthly mortgage payments of **PAUL S. SILINSKY** for the months of February, March, April, and May of 1999, whereafter **PAUL S. SILINSKY** understands, acknowledges and agrees to commence with the regular monthly payments directly to **DEPOSIT BANK**;
3. Contemporaneous with the signing of this Agreement, **PAUL S. SILINSKY** agrees to return to **DEPOSIT BANK** the Note for the aforementioned Mortgage previously forwarded to him and erroneously marked "paid";
4. Defendant **PAUL S. SILINSKY** warrants that he has not had or caused any liens of record to be entered against the property securing the mortgage lien herein being reinstated, said

**EXHIBIT "F"**

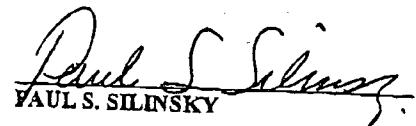
property more commonly known as 433 East Du Bois Avenue, City of Du Bois, Clearfield County, Pennsylvania, in the time period since the mortgage being reinstated was erroneously marked "satisfied" and the date of signing of this Agreement.

5. Defendant PAUL S. SILINSKY agrees to execute any and all documents which may require his signature for the purpose of effecting all of the terms and conditions of this Agreement so as to give full force and effect to the same.

## DEPOSIT BANK

Date: 4/17/99

By

Date: 4/17/99  
PAUL S. SILINSKY

Date: 8/29/00

**ACT 91 Notice**  
**TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE \***

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

The HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME(S): Claudia Silinsky  
 PROPERTY ADDRESS: 433 DuBois Ave, DuBois, Pa. 15801  
 LOAN ACCT. NO.: 1110218-10689  
 ORIGINAL LENDER: Deposit Bank  
 CURRENT LENDER/SERVICER: First Commonwealth Bank

**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**

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

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

: IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.

: IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

: IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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

**NATURE OF THE DEFAULT-** The MORTGAGE debt held by the above lender on your property located at:

IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due:   \$ 53,070.05 in past due principal, \$ 8,880.65 in past due interest.  
 Other charges ( explain/itemize):   Loan has matured since 5/6/99  
 TOTAL AMOUNT PAST DUE:   \$ 65,021.50

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

**HOW TO CURE THE DEFAULT** - You must cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS   \$ 65,021.50, PLUS ANY

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE- If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the sheriff's sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's sale of the mortgaged property could be held would be approximately 2 months from the date of this Notice. A nitice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

AUG. -29' 12 (TUE) 13:45

PCB CREDIT ANALYSIS

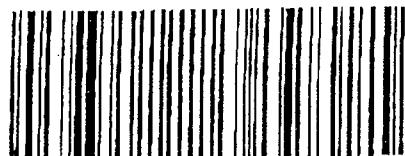
TEL: 724 463 2581

P. 006

# FIRST COMMONWEALTH BANK

Member FDIC

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



7099 3400 0002 7563 4566

Claudia Silinsky  
 433 DuBois Ave.  
 DuBois, Pa. 15801

RECEIVED BY MAIL  
 BY PUBLIC MAIL OR BY AIR MAIL  
 BY AIR MAIL OR BY AIR MAIL

## 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:

Claudia Silinsky  
 433 DuBois Ave.  
 DuBois, Pa. 15801

## COMPLETE THIS SECTION ON DELIVERY

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

## C. Signature

Agent  
 Addressee

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

## 3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

## 2. Article Number (Copy from service label)

7099 3400 0002 7563 4566

PS Form 3811, July 1999

Domestic Return Receipt

102585-99-M-1789

Date: 8/29/00

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HOMEOWNER'S NAME(S): Paul S. Silinsky  
 PROPERTY ADDRESS: 433 DuBois Ave, DuBois, Pa. 15801  
 LOAN ACCT. NO.: 1110218-10689  
 ORIGINAL LENDER: Deposit Bank  
 CURRENT LENDER/SERVICER: First Commonwealth Bank

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

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

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IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: \$ 53,070.05 in past due principal, \$ 8,880.65 in past due interest. Other charges (explain/itemize): \_\_\_\_\_ Loan has matured since 5/6/99 \_\_\_\_\_  
TOTAL AMOUNT PAST DUE: \$ 65,021.50 \_\_\_\_\_

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

**HOW TO CURE THE DEFAULT** - You must cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 65,021.50, PLUS ANY

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Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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- : TO HAVE THE MORTGAGE RESTORED TO THE SAME POSITION AS IF NO DEFAULT HAD OCCURRED, IF YOU CURE THE DEFAULT. (HOWEVER, YOU DO NOT HAVE THIS RIGHT TO CURE YOUR DEFAULT MORE THAN THREE TIMES IN ANY CALENDAR YEAR)
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- : TO SEEK PROTECTION UNDER THE FEDERAL BANKRUPTCY LAW.

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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:

Paul S. Silinsky  
433 DuBois Ave.  
DuBois, Pa. 15801

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

## C. Signature

X  Agent  
 Addressee

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

## 3. Service Type

<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)  Yes

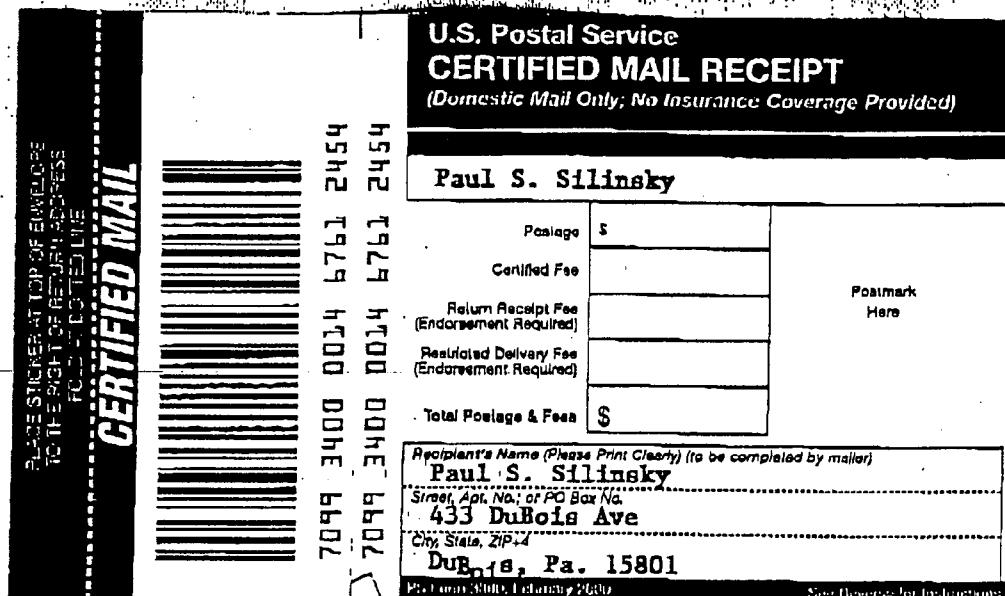
## 2. Article Number (Copy from service label)

7099 3400 0014 6761 2454

PS Form 3811, July 1998

Domestic Return Receipt

102888-00-M-1789



VERIFICATION

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



David B. Hepler  
Vice President, Credit Administration  
First Commonwealth Bank, Successor in Interest to  
Deposit Bank

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
successor in interest to  
DEPOSIT BANK,

CIVIL DIVISION

Case No. 01-108-CD

Plaintiff,

vs.

MOTION FOR SPECIAL SERVICE ORDER

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

Filed on behalf of FIRST COMMONWEALTH  
BANK, successor in interest to DEPOSIT BANK,  
Plaintiff

Defendants.

Counsel of record for this party:

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

**FILED**

FEB 14 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
successor in interest to	)	
DEPOSIT BANK,	)	
	)	Case No. 01-108-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
PAUL S. SILINSKY and	)	
CLAUDIA SILINSKY,	)	
	)	
Defendants.	)	

**MOTION FOR SPECIAL SERVICE ORDER**

AND NOW COMES the Plaintiff, by and through its counsel, Tucker Arensberg, P.C., and moves this Court for a Special Order pursuant to Pa. R.C.P. No. 430, stating as follows:

1. Plaintiff filed its Complaint in Mortgage Foreclosure on January 22, 2001.
2. The Complaint seeks entry of Judgment in Foreclosure on certain real estate known as 433 E. DuBois Avenue, DuBois, Pennsylvania 15801 ("Mortgaged Premises").
3. On or about January 23, 2001, Plaintiff delivered to the Sheriff of Clearfield County, Pennsylvania, the Writ, Complaint and direction card for service on Defendants, Paul S. Silinsky and Claudia Silinsky, at their last known address of 433 E. DuBois Avenue, DuBois, Pennsylvania 15801.
4. On or about January 31, 2001, the Sheriff of Clearfield County attempted service on Paul S. Silinsky and Claudia Silinsky at their last known address. The Sheriff's Return states that the Sheriff was unable to complete service on Defendants because

the Defendants moved to Ohio, leaving no forwarding address. A copy of the Clearfield County Sheriff's Return is attached hereto and incorporated herein as Exhibit "A".

5. On or about January 31, 2001, Plaintiff requested a Freedom of Information Search from the DuBois, Pennsylvania Postmaster. The results of that search indicate that the post office has no change of address order on file for the Defendants. A true and correct copy of that Freedom of Information Search is attached hereto and incorporated herein as Exhibit "B".

6. The Plaintiff has made a good faith effort to locate Defendants, as demonstrated by the following actions:

- (a) direct call on Defendants at the last known telephone number and property address;
- (b) inquiries to the United States postal authorities pursuant to the Freedom of Information Act, 39 C.F.R., Part 265; and
- (c) examination of local telephone directories and motor vehicle records.

Attached hereto marked as Exhibit "C" is the affidavit required by PA. R.C.P. 430 stating the nature and extent of the investigation made by Plaintiff.

7. Plaintiff, through its efforts, specifically its inquiries to the U.S. postal authorities, has been unable to determine that Defendants, Paul S. Silinsky and Claudia Silinsky, do not reside at 433 E. DuBois Avenue, DuBois, Pennsylvania 15801, but has not been able to complete service on Defendants.

WHEREFORE, Plaintiff moves this Honorable Court for a Special Service Order permitting service of the Complaint in Mortgage, and all other pleadings/notifications in connection with this foreclosure action, upon Defendants, Paul S. Silinsky and Claudia Silinsky, at their last known address of 433 E. DuBois Avenue, DuBois, Pennsylvania 18501, by certified mail,

return receipt requested, and ordinary mail, or by posting the property at 433 E. DuBois Avenue, DuBois, Pennsylvania 18501, completion of any of the above to be deemed as effecting service.

Respectfully submitted,

TUCKER ARENSBERG, P.C.

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

Attorneys for Plaintiff

144355.1:BF  
11555-23665

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10613

FIRST COMMONWEALTH BANK

01-108-CD

VS.

SILINSKY, PAUL S. & CLAUDIA

COMPLAINT IN MORTGAGE FORECLOSURE

COPY

SHERIFF RETURNS

NOW FEBRUARY 7, 2001 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN  
THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO  
PAUL S. SILINSKY AND CLAUDIA SILINSKY, DEFENDANTS. MOVED TO OHIO, NO  
ADDRESS.

---

Return Costs

Cost	Description
------	-------------

31.88	SHFF. HAWKINS PAID BY: ATTY.
-------	------------------------------

20.00	SURCHARGE: PAID BY: ATTY.
-------	---------------------------

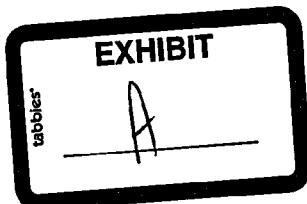
Sworn to Before Me This

So Answers,

\_\_\_\_ Day Of \_\_\_\_\_ 2001



Chester A. Hawkins  
Sheriff



# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Writer's Direct Dial: (412) 594-5554

January 31, 2001

U.S. Postmaster  
DuBois, PA 15801

## Request for Change of Address Information Needed for Service of Legal Process

Please furnish the new address or the name and street address for the following:

Name: Paul S. Silinsky

Address: 433 East DuBois Avenue, DuBois, Pennsylvania 15801

NOTE: The name and last known address are required for change of address information.

The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute): Not applicable
3. The names of all known parties to the litigation: First Commonwealth Bank, successor in interest to Deposit Bank, vs. Paul S. Silinsky and Claudia Silinsky
4. The court in which the case has been or will be heard: Court of Common Pleas of Clearfield County, Pennsylvania
5. The docket or other identifying number if one has been issued: 01-108-CD
6. The capacity in which this individual is to be served (e.g., defendant or witness): Defendant

## WARNING

The submission of false information either to obtain and use change of address information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment of no more than five years, or both (Title 18 U.S.C. Section 1001).

**EXHIBIT**

tabies



1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619

Pittsburgh Airport Area • Greensburg • Harrisburg

E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)  
[www.tuckerlaw.com](http://www.tuckerlaw.com)

TUCKER ARENSBERG, P.C.

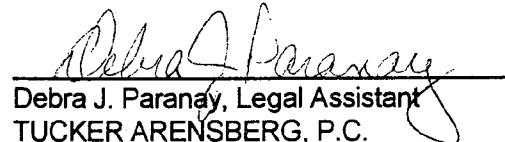
100

CELEBRATING A CENTURY OF SERVICE

January 31, 2001

Page 2

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Debra J. Paranay, Legal Assistant  
TUCKER ARENSBERG, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

FOR POST OFFICE USE ONLY

No change of address order on file  
 Not known at address given.  
 Moved, left no forwarding address.  
 No such address.

NEW ADDRESS  
NAME & STREET ADDRESS

\_\_\_\_\_

143909.1:BF  
11555-23665



January 31, 2001

U.S. Postmaster  
DuBois, PA 15801

**Request for Change of Address  
Information Needed for Service of Legal Process**

Please furnish the new address or the name and street address for the following:

Name: Claudia Silinsky

Address: 433 East DuBois Avenue, DuBois, Pennsylvania 15801

NOTE: The name and last known address are required for change of address information.

The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute): Not applicable
3. The names of all known parties to the litigation: First Commonwealth Bank, successor in interest to Deposit Bank, vs. Paul S. Silinsky and Claudia Silinsky
4. The court in which the case has been or will be heard: Court of Common Pleas of Clearfield County, Pennsylvania
5. The docket or other identifying number if one has been issued: 01-108-CD
6. The capacity in which this individual is to be served (e.g., defendant or witness): Defendant

**WARNING**

The submission of false information either to obtain and use change of address information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment of no more than five years, or both (Title 18 U.S.C. Section 1001).

TUCKER ARENSBERG, P.C.

100

CELEBRATING A CENTURY OF SERVICE

January 31, 2001

Page 2

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

  
Debra J. Paranay, Legal Assistant  
TUCKER ARENSBERG, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

FOR POST OFFICE USE ONLY

No change of address order on file  
 Not known at address given.  
 Moved, left no forwarding address.  
 No such address.

NEW ADDRESS  
NAME & STREET ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

143909.1:BF  
11555-23665

COMMONWEALTH OF PENNSYLVANIA )  
 ) SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned Notary Public in and for aforesaid Commonwealth and County, did personally appear Christopher J. Richardson, Esquire, attorney for First Commonwealth Bank, successor in interest to Deposit Bank, who being duly sworn according to law, deposes and says the following:

## That First Commonwealth Bank:

- (1) attempted service through the Sheriff of Clearfield County, Pennsylvania;
- (2) attempted direct calls upon Defendants at the last known residential property address;
- (3) made inquiries to the U.S. Postal Service for information concerning the forwarding address of the Defendants;
- (4) examined local telephone directories and motor vehicle records; and
- (5) Through its efforts, has obtained the following address of Defendants:

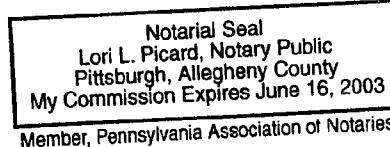
433 E. DuBois Avenue, DuBois, Pennsylvania 15801

C. Richardson  
Christopher J. Richardson, Esquire  
Attorney for First Commonwealth Bank,  
successor in interest to Deposit Bank, Plaintiff

Sworn to and subscribed  
before me this 12<sup>th</sup> day  
of February, 2001.

  
Sue Picard  
Notary Public

My Commission Expires:



144355.1:BF  
11555-23665

Member, Pennsylvania Association of Notaries

## Exhibit "C"

**FILED**

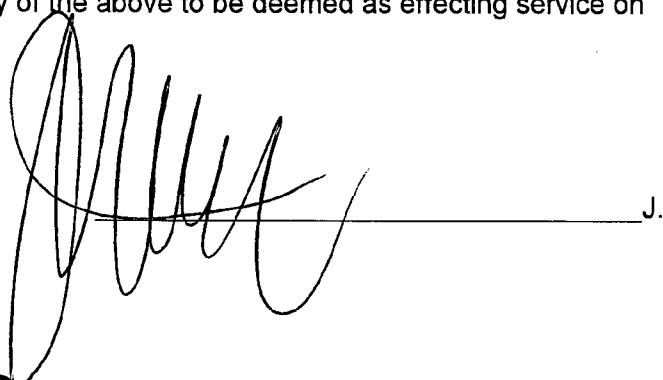
FEB 14 2001  
10:49 AM  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
successor in interest to )  
DEPOSIT BANK, ) Case No. 01-108-CD  
Plaintiff, )  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

ORDER OF COURT

AND NOW, this 16<sup>th</sup> day of February, 2001, the within Motion of First Commonwealth Bank, successor in interest to Deposit Bank, is GRANTED. It is hereby ORDERED that Plaintiff shall serve Defendants, Paul S. Silinsky and Claudia Silinsky, with the Complaint in Mortgage Foreclosure, and all other pleadings/notice in connection with this foreclosure action, by sending copies thereof by certified mail, return receipt requested and ordinary mail to Defendants' last known address of 433 E. DuBois Avenue, DuBois, Pennsylvania 15801, or by posting the property at 433 E. DuBois Avenue, DuBois, Pennsylvania 15801, completion any of the above to be deemed as effecting service on Defendants.



144355.1:BF  
11555-23665

**FILED**

FER 20 2001

William A. Shaw  
Prothonotary

FILED  
FEB 20 2001  
FEB 15 2001  
cc: City of Richardson  
William A. Stewart  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK  
successor in interest to DEPOSIT BANK,

Plaintiff,

CIVIL DIVISION

No. 01-108-CD

vs.

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

Defendants.

PRAECIPE TO REINSTATE COMPLAINT

Filed on behalf of FIRST  
COMMONWEALTH BANK, successor in  
interest to DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

FILED

FEB 26 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK ) CIVIL DIVISION  
successor in interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

PRAECIPE TO REINSTATE COMPLAINT

TO: PROTHONOTARY

Please reinstate the Complaint in the above-captioned matter.

TUCKER ARENSBERG, P.C.

*C.J. Richardson*  
Christopher J. Richardson, Esquire  
Pa. I.D. No. 44841  
Brett A. Solomon, Esquire  
Pa. I.D. No. 83746  
1500 One PPG Place  
Pittsburgh, PA 15222  
Telephone: (412) 566-1212

**FILED**

FEB 26 2001  
1000 AM  
William A. Shaw

Prothonotary

PD \$7.00

Comp. Run Stated  
to Sheriff

2-26-01 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

*John C. Shaw*  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
Successor in Interest to DEPOSIT BANK,

CIVIL DIVISION

Plaintiff,

Case No. 01-108-CO

vs.

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

COMPLAINT IN MORTGAGE  
FORECLOSURE

Defendants.

Filed on behalf of First Commonwealth  
Bank, Successor in Interest to Deposit  
Bank, Plaintiff

Counsel of record for this party:

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

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

433 E. DuBois Avenue  
DuBois, Pennsylvania 15801  
Tax Map #7-3-17-5419

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

FILED  
JAN 22 2001  
M19:50  
William A. Shaw  
Prothonotary

2-26-01 Document  
Filed/Reissued to Sheriff/Attorney  
or service.  
William A. Shaw  
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Successor in Interest to DEPOSIT BANK,	)	
	)	
Plaintiff,	)	Case No. _____
	)	
vs.	)	
	)	
PAUL S. SILINSKY and	)	
CLAUDIA SILINSKY,	)	
	)	
Defendants.	)	

**IMPORTANT NOTICE**

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

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

Pennsylvania Lawyer Referral Service  
Pennsylvania Bar Association  
P. O. Box 186  
Harrisburg, Pennsylvania 17108  
Telephone: (800) 692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
 )  
 Plaintiff, ) Case No. \_\_\_\_\_  
 )  
 vs. )  
 )  
 PAUL S. SILINSKY and )  
 CLAUDIA SILINSKY, )  
 )  
 Defendants. )

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, First Commonwealth Bank, Successor in Interest to Deposit Bank (the "Bank"), is a banking association with business offices at Central Offices, Northwest Corner, Philadelphia and Sixth Streets, Indiana, Pennsylvania 15701-0400.
2. Defendants, Paul S. Silinsky and Claudia Silinsky, are adult individuals with a last known address of 433 East DuBois Avenue, DuBois, Pennsylvania 15801.
3. On or about May 6, 1994, Paul S. Silinsky and Claudia Silinsky (the "Borrowers") executed a Mortgage Note (the "Note"), whereby Borrowers became obligated to pay the Bank the principal amount of \$99,500.00, together with interest thereon as more particularly set forth in the Note. A true and correct copy of the Note is attached hereto and incorporated herein as Exhibit "A".

4. The obligations evidenced by the Note are secured by a Mortgage dated May 6, 1994 ("Mortgage") given by Borrowers to Bank, which granted the Bank, *inter alia*, a security interest in certain real property known as 433 East DuBois Avenue, DuBois, County of Clearfield, Pennsylvania, as more particularly described therein ("Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania ("Recorder's Office") in Mortgage Book Volume 1603, page 114. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto and incorporated herein as Exhibit "B".

5. On December 3, 1998, the Bank, James Smith, an individual who resides at R.D. #2, Box 256, Brockway, Pennsylvania 15824, and Paul S. Silinsky entered into an Agreement to Release Mortgage and Release of Claims (the "Release") whereby certain commercial property covered by the Mortgage was to be released from the lien of the Mortgage as more particularly described therein. True and correct copies of the Release and Satisfaction Piece are attached hereto and incorporated herein as Exhibit "C" and Exhibit "D".

6. By virtue of the Satisfaction Piece, the Mortgage on the Premises was inadvertently released.

7. By Order of the Court of Common Pleas of Clearfield County on April 19, 1999 (the "Order"), and pursuant to an Agreement entered into between the Bank and Paul Silinsky (the "Agreement"), the Honorable John K. Reilly, Jr. Ordered and Decreed that the Mortgage be marked by the Recorder of Deeds of Clearfield County as "Reinstated", subject to the release of the commercial property from the Mortgage. True and correct copies of the Order and Agreement are attached hereto and incorporated herein as Exhibit "E" and Exhibit "F".

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

9. Borrowers are the record and real owners of the Premises.

10. There has been no assignment, release or transfer of the Note or the Mortgage, except as provided above.

11. On or about August 29, 2000, Notices were sent to Mortagor in accordance with 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 – Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974) that an action on said Mortgage may be commenced after 31 days from the date of the Notices. Said Notices further advised Borrowers of Borrowers' rights and obligations in accordance with the Acts. A-copy of the Notices are attached hereto as Exhibit "G", collectively, and incorporated herein.

12. The amount due to Bank under the Note and the Mortgage as of January 16, 2001 is as follows:

Principal .....	\$56,140.85
Interest through January 16, 2001	
(per diem \$14.81495).....	10,910.30
Late Fees.....	0.00
Costs.....	to be added
Attorney's Fees .....	<u>to be added</u>
 TOTAL .....	 \$67,051.15

13. The total amount due to Bank under the Note and the Mortgage as of January 16, 2001 was Sixty-Seven Thousand Fifty-One and 15/100 Dollars (\$67,051.15), plus interest accruing from January 16, 2001, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Sixty-Seven Thousand Fifty-One and 15/100 Dollars (\$67,051.15), plus continuing interest at

the contract rate, late charges, reasonable attorneys' fees as authorized by the Note and costs of foreclosure and sale of the Mortgaged Premises.

TUCKER ARENSBERG, P.C.

By:

  
Christopher J. Richardson, Esquire

Pa. I.D. No. 44841

Brett A. Solomon, Esquire

Pa. I.D. No. 83746

1500 One PPG Place

Pittsburgh, Pennsylvania 15222

(412) 566-1212

Attorneys for First Commonwealth Bank,

Successor in Interest to Deposit Bank, Plaintiff

-122261.2:BF

11555-23665

17V—Mortgage Note. For use with Mortgage No. 245NV  
Henry Hall, Inc., Indiana, Pa.

## Mortgage Note

\$ 99,500.00

Reynoldsville, Pennsylvania

May 6

1994

For Value Received, PAUL S. SILINSKY, single and CLAUDIA SILINSKY, a widow,

(hereinafter called "the Undersigned")  
promises to pay to the order of DEPOSIT BANK, 2 East Long Avenue, DuBois, PA 15801  
lawful money of the United States of America, the sum of Ninety Nine Thousand Five Hundred

Dollars (\$ 99,500.00) and any additional moneys loaned or advanced by any holder hereof as  
hereinafter provided, as follows: Ninety Nine Thousand Five Hundred (\$99,500.00) Dollars together  
with interest thereon at the rate of Nine and One Half (9.50%) percent per annum.  
Principal and interest payable in sixty (60) successive monthly installments consisting of  
59 monthly installments of \$927.47 each, beginning on June 1, 1994, and the remaining  
installments on the same day of each succeeding month thereafter and one final installment  
of \$89,041.62 due on May 6, 1999. Payments shall be applied, first, to payment of  
interest and the balance to payment of principal; said Mortgagors shall have the right to  
anticipate any or all payments.

The undersigned shall have the right to prepay the principal of the loan in full at any time upon payment  
of the sum of 1% of the outstanding principal in addition to all other sums then due and owing on the loan.

THIS NOTE ALSO CONTAINS AN ADDENDUM TO THE WARRANTIES AND AGREEMENTS THAT IS  
EXPLAINED IN EXHIBIT "C" ATTACHED HERETO AND INCORPORATED HEREIN.

shall become due and payable on said date; and in addition thereto, in the event any payment provided for herein  
shall become overdue, the Undersigned agrees to pay a late charge in an amount not exceeding six per cent  
(6%) of any such overdue payment as compensation for the additional service resulting from the default; all pay-  
ments to be made at Deposit Bank, 2 East Long Avenue, DuBois,

19

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

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

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

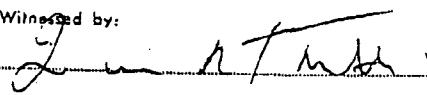
The Undersigned hereby empowers any attorney of any court of record within the United States of America or  
elsewhere to appear for the Undersigned and, with or without complaint filed, confess judgment, or a series of  
judgments, against the Undersigned in favor of any holder hereof, as of any term,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

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

This Note is secured by a Mortgage of even date herewith upon real estate described therein.  
THIS NOTE IS ALSO SECURED WITH SECURITY AGREEMENTS.

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

Witnessed by:



Paul S. Silinsky (SEAL)

Claudia Silinsky (SEAL)

(SEAL)

## Guaranty and Suretyship Agreement

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

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

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

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

Witness the due execution hereof this , 19  
day of

Witnessed by:

(SEAL)

(SEAL)

*Mortgage  
Note*

<p>FROM</p> <p>PAUL S. SILINSKY AND CLAUDIA SILINSKY</p>	<p>TO</p> <p>DEPOSIT BANK</p>	<p></p>
--	-------------------------------	---------

NOV. -09' 11 (TUE) 15:32

FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 021

248NY—Mortgage, Individual to Corporation. For use with Mortgage Note 17V  
Henry Hall, Inc., Indiana, Pa.

vol 1603 PAGE 114

## Mortgage

Made this 6th

day of May

, 1994

Between

PAUL S. SILINSKY, single and CLAUDIA SILINSKY, a widow, both of 433 E. DuBois Avenue, DuBois, Clearfield County, Pennsylvania 15801

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

And

DEPOSIT BANK of 2 East Long Avenue, DuBois, Pennsylvania 15801, its successors and assigns,

(hereinafter called "Mortgagee")

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

Dollars (\$ 99,500.00 )

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

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

All that certain lot or piece of land situate in the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, known as lot No. One in the plan of lots of the Hetrick Subdivision and being bounded and described as follows, to wit:-

BEGINNING at a cut in concrete sidewalk at the intersection of State Highway Route 255 with the west line of Division Street; thence north 66° 48' west, along the said concrete sidewalk, sixty (60) feet to the line of Lot No. 2 of the said Hetrick Subdivision; thence north 23° 47' east, along the line of said lot No. 2 one hundred fifty (150) feet to an iron pipe in the line of a proposed street as shown in said Plan of Hetrick Subdivision; thence south 66° 48' east, along the line of the said proposed street, sixty (60) feet to an iron pipe in the West line of Division street; thence south 23° 47' west, along the line of Division street, one hundred fifty (150) feet to the cut in concrete sidewalk at the intersection of Route 255 with the West line of Division street, the place of beginning.

BEING the same premises conveyed to Claudia Silinsky, a widow, and Paul S. Silinsky, an individual by deed of Claudia Silinsky, a widow, said deed dated November 2, 1993 and recorded in the Office of the Recorder of Deeds for Clearfield County in Deeds and Records Book 1566, page 549.

AND

ALL that certain lot situate in the City of DuBois, Clearfield County, Pennsylvania described as follows:

BEGINNING at an iron pin at the northwest corner of West DuBois Avenue and Delaware Street; thence north 74 degrees 40 minutes west, along the north street line of West DuBois Avenue, one hundred forty-five (145) feet to an iron pin; thence north 0 degrees 24 minutes east, one hundred fifty-five and twenty-four one hundredths (155.24) feet to an iron pin in the south street line of West Second Avenue produced westerly; thence south 74 degrees 40 minutes east, one hundred eighty-five (185) feet to an iron pin on the west street line of Delaware Street; thence south 15 degrees 20 minutes west, along the west street line of Delaware Street, one hundred fifty (150) feet to the place of beginning.

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FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 022

VOL 1603 PAGE 115

BEING the same premises conveyed to Paul S. Silinsky, an individual, by deed of Claudia Silinsky, a widow, said deed dated December 31, 1993 and recorded in the Office of the Recorder of Deeds for Clearfield County at Deeds and Records Book 1582 on page 21.

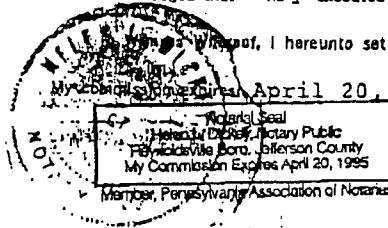
Commonwealth of Pennsylvania

County of JEFFERSON

{ ss.

VOL 1603 PAGE 117

On this, the 6th day of May, 1994, before me, a Notary Public the undersigned officer, personally appeared Paul S. Silinsky and Claudia Silinsky satisfactorily proven to me to be the persons whose names are subscribed to the within Mortgage, and acknowledged that they executed the same for the purposes therein contained.



Commonwealth of Pennsylvania

County of

{ ss.

On this, the day of 19, before me, the undersigned officer, personally appeared satisfactorily proven to me to be the person whose name is subscribed to the within Mortgage, and acknowledged that he executed the same for the purposes therein contained.

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

My commission expires,

CLEARFIELD COUNTY  
ENTERED OF RECORD  
TIME 12:24 PM  
BY *Karen L. Starck*  
FEES 13.50  
Karen L. Starck, Recorder

5/6/94

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



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

## Mortgage

FROM

PAUL S. SILINSKY AND CLAUDIA  
SILINSKY

TO

DEPOSIT BANK

## Certificate of Residence of Mortgagor

I do hereby certify that the precise residence and complete post office address of the Deposit Bank is 2 East Long Avenue, P.O. Box 607A, DuBois, PA 15801

Attorney for Mortgagor

Commonwealth of Pennsylvania

{ ss.

County of

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

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

Entered of Record *May 6, 1994, 12:24 PM* Karen L. Starck, Recorder

AGREEMENT TO RELEASE MORTGAGE AND RELEASE OF CLAIMS

This Agreement to Release Mortgage and Release of Claims (this "Agreement") is made and entered into this 3rd day of December 1998, by and between DEPOSIT BANK, a division of First Commonwealth Bank, a banking institution organized and existing under the laws of the Commonwealth of Pennsylvania, with offices located at 2 E. Long Avenue, Dubois, Pennsylvania, (hereinafter "Deposit Bank"), JAMES SMITH, an adult individual who resides at R.D.#2, Box 256, Brockway, Pennsylvania 15824 (hereinafter "Smith") and PAUL S. SILINSKY, an adult individual who resides at 51 Delaware Street, DuBois, Pennsylvania 15801 (hereinafter "Silinsky").

WITNESSETH

WHEREAS, on or about November 1, 1986, Silinsky entered into a certain loan transaction with Deposit Bank pursuant to which he borrowed the sum of \$40,000.00 (the "\$40,000.00 Loan"); and

WHEREAS, pledged as collateral for the \$40,000.00 Loan was certain commercial real property located in the City of DuBois, County of Clearfield (the "Commercial Property") pursuant to a mortgage recorded in MBV 1124, Page 262 (the "\$40,000.00 Mortgage"); and

WHEREAS, on or about May 6, 1994, Silinsky entered into a certain loan transaction with Deposit Bank pursuant to which he borrowed the sum of \$99,500.00 (the "\$99,500.00 Loan"); and

**EXHIBIT "C"**

WHEREAS, pledged as collateral for the \$99,500.00 Loan was certain residential real property located in the City of DuBois, County of Clearfield (the "Residential Property") and as well as a second lien on the Commercial Property pursuant to a mortgage recorded in MBV 1603, Page 114 (the "\$99,500.00 Mortgage"); and

WHEREAS, as additional collateral for the \$99,500.00 Loan, Silinsky pledged certain equipment, accounts receivable and inventory of his business known as Keystone Electric Motor Repair Company pursuant to the terms of a Security Agreement dated May 6, 1994; and

WHEREAS, Silinsky has defaulted on his payment obligations in connection with the Loans and, as a result, Deposit Bank has commenced mortgage foreclosure actions against the Commercial Property and the Residential Property which actions have been reduced to judgment and are scheduled for Sheriff's Sales on December 4, 1998; and

WHEREAS, Smith desires to acquire the Commercial Property as well as the equipment of Keystone Electric Motor Repair Company (the "Equipment"); and

WHEREAS, in connection with Smith's desire to acquire the Commercial Property and the Equipment, certain disputes arose between Smith and Deposit Bank; and

WHEREAS, Deposit Bank and Smith desire to amicably resolve all claims and disputes between them.

NOW THEREFORE, in consideration of the payments to be made hereunder, the release of mortgage and release of claims in connection herewith and with the intent to be legally bound hereby, the parties hereto agree as follows:

1. In full and final settlement of all claims against Deposit Bank arising from, related to or connected with the Loans, the Commercial Property, the Residential Property, the Equipment or any related matter, including, without limitation, all claims asserted by Smith or Silinsky. Deposit Bank shall release the Commercial Property from the lien of its mortgage thereon, discontinue the pending Sheriff's Sale of the Commercial Property and release the Equipment from the lien of its security agreement within twenty (20) days after execution of this Agreement by all parties and its receipt of the amount of Forty-Two Thousand and 00/100 Dollars (\$42,000.00) from Smith (the "Settlement Amount").
2. Except for the obligations created by this Agreement, Smith hereby releases and forever discharges Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns from any and all actions, causes of action, suits, counterclaims, cross-claims, proceedings, debts, judgments, damages, claims and demands of any kind or nature whatsoever, in law or equity, whether now in existence or hereafter which Smith shall or may have against Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns including those, arising from, relating to, or in any way connected with the Loans, the Commercial Property, the

Residential Property, the Equipment or any matters identified in, or related to, this Agreement.

4. Except for the obligations created by this Agreement, Silinsky hereby releases and forever discharges Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns from any and all actions, causes of action, suits, claims, cross-claims, proceedings, debts, judgments, damages, claims and demands of any kind or nature whatsoever, in law or equity, whether now in existence or hereafter which Silinsky shall or may have against Deposit Bank, its employees, officers, directors, agents, representatives, attorneys, successors and assigns including those, arising from, relating to, or in any way connected with the release of the Commercial Property and the Equipment, the manner in which the Settlement Amount is applied to the Loans or any matters identified in, or related to, this Agreement.

5. It is understood and agreed between the parties hereto that this Agreement shall not constitute or be construed as an admission of liability on the part of any party hereto or as evidencing or indicating in any degree an admission of the truth or correctness of any claims asserted.

6. It is further understood and agreed between the parties hereto that this Agreement and the terms and conditions hereof embodies the entire agreement between the parties and that there are no written or oral understandings or agreements which are not expressly set forth herein.

7. It is specifically understood by all parties that Deposit Bank will retain its security interests in all property pledged in connection with the Loans with the exception of the property identified herein.

IN WITNESS WHEREOF and intending to be legally bound, the parties hereto have executed this Agreement to Release Mortgage and Release of Claims effective as of the date and year first above written.

ATTEST:

Paul A. Heuk V.P.DEPOSIT BANK, a division of First  
Commonwealth BankBy: James M. Baker  
Name: James M. Baker  
Title: 3R. V.P.

WITNESS:

Jenifer SpencerJames Smith  
James SmithJenifer SpencerPaul S. Sillinsky  
Paul S. Sillinsky I/d/b/a Keystone Electric  
Motor Repair Company

NOV. -09' 11 (TUE) 15:35

FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 029

SATISFACTION PIECE

Made this the 16TH day of DECEMBER, 1998

Mortgagor: PAUL S. STINSKY AND CLAUDIA SILINSKY  
Name of Mortgagor: DEPOSIT BANK (FORMERLY DEPOSIT NATIONAL BANK)  
Name of Last Assignee: N/A  
Date of Mortgage: MAY 6, 1994  
Original Mortgage Debt: \$99,500.00

Mortgage recorded on MAY 6, 1994 in the Office of the Recorder of Deeds of CLEARFIELD COUNTY Pennsylvania in Mortgage Book Volume 1603 Page 114.

"We Herby Empower The Recorder of Deeds To Mark The Same of Record"

Brief Description or Statement of Location of Mortgage Premises:

ALL that certain lot or place of land situate in the Third Ward of the City of DuBois, Clearfield County

The undersigned hereby certifies that the debt accrued by the above mentioned Mortgage has been fully paid or otherwise discharged and that upon the recording hereof said Mortgage shall be and is hereby fully and forever satisfied and discharged.

Witness the due execution hereof.

DEPOSIT BANK

*Norman J. Montgomery*  
Norman J. Montgomery,  
Manager Loan Services

Attest:

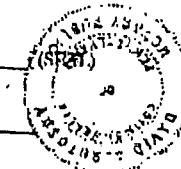
*Richard L. Drennen*  
Richard L. Drennen  
Witness

State of Pennsylvania  
County of Indiana

On this, the 16th day of December 1998, before me, the undersigned officer personally appeared, Richard L. Drennen, Witness for DEPOSIT BANK and Norman J. Montgomery, who acknowledged himself to be the Manager of Loan Services of DEPOSIT BANK, corporation, and that he as such Manager Loan Services being duly authorized to do so executed the foregoing instrument for the purposes therein by signing the name of the corporation by himself as Manager Loan Services.

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

*David A. Sosinsky*  
Notary Public



KMS

NOTARIAL SEAL  
David A. Sosinsky, Notary Public  
Indiana County, PA  
My Commission Expires Feb 1, 1999

EXHIBIT "D"

NOV. -09' 11 (TUE) 15:35

## FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 030

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

**DEPOSIT BANK**

NO. 99-228-C.D.

**PLAINTIFF**

**TYPE OF CASE: CIVIL**

VS.

PAUL S. SILINSKY,

**DEFENDANT**

TYPE OF PLEADING: STIPULATION  
AND ORDER OF COURT

FILED ON BEHALF OF: PLAINTIFF

**COUNSEL OF RECORD FOR THIS**

RECORD FOR THE  
PARTY:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

BLAKLEY, JONES & MOHNEY  
90 BEAVER DRIVE, BOX 6  
DU BOIS, PA 15801  
(814) 371-2730

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

APR 19 1999

**Allegat:**

William J. G.

EXHIBIT "E"

3. The parties by their counsel so stipulate to the following Order being entered of record:

Date: 4/7/99

Querino R. Torretti, Esq.  
Querino R. Torretti, Esquire  
Attorney for Defendant Paul S. Silinsky

Date: 4/14/99

Christopher E. McKinney, Esq.  
Christopher E. McKinney, Esquire  
Attorney for Plaintiff Deposit Bank

ORDER

AND NOW, this 19th day of March, 1999, upon Stipulation of the parties as hereinbefore stated, it is hereby ORDERED AND DECREED that Mortgage of DEPOSIT BANK recorded in Clearfield County Deed & Record Book Volume 1603, page 114, be marked by the Recorder of Deeds as "Reinstated", subject to the release of the commercial property from the aforementioned Mortgage previously recorded and it is the FURTHER ORDER of this Court that a copy of this Order shall be recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania.

BY THE COURT:

/s/ JOHN K. REILLY, JR.

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

APR 19 1999  
John K. Reilly  
John K. Reilly  
Prothonotary

**AGREEMENT**

WHEREAS, DEPOSIT BANK instituted suit at No. 99-228-C.D. in the Court of Common Pleas of Clearfield County, Pennsylvania against PAUL S. SILINSKY seeking to reinstate a Mortgage given by PAUL S. SILINSKY to DEPOSIT BANK and recorded at Clearfield County Record Book Volume 1603, page 114; and

WHEREAS, the parties have reached a settlement of the action on terms and conditions hereinafter set forth;

NOW, THEREFORE, the parties hereto intending to be legally bound, agree as follows:

1. Stipulation and Consent Order will be entered in favor of the Plaintiff and against Defendant at No. 99-228-C.D. in the Court of Common Pleas of Clearfield County whereby it is agreed by the parties that the Mortgage above-referenced shall be marked reinstated by the Recorder of Deeds of Clearfield County;
2. DEPOSIT BANK agrees to pay the monthly mortgage payments of PAUL S. SILINSKY for the months of February, March, April, and May of 1999, whereafter PAUL S. SILINSKY understands, acknowledges and agrees to commence with the regular monthly payments directly to DEPOSIT BANK;
3. Contemporaneous with the signing of this Agreement, PAUL S. SILINSKY agrees to return to DEPOSIT BANK the Note for the aforementioned Mortgage previously forwarded to him and erroneously marked "paid";
4. Defendant PAUL S. SILINSKY warrants that he has not had or caused any liens of record to be entered against the property securing the mortgage lien herein being reinstated, said

EXHIBIT "F"

property more commonly known as 433 East Du Bois Avenue, City of Du Bois, Clearfield County, Pennsylvania, in the time period since the mortgage being reinstated was erroneously marked "satisfied" and the date of signing of this Agreement.

5. Defendant PAUL S. SILINSKY agrees to execute any and all documents which may require his signature for the purpose of effecting all of the terms and conditions of this Agreement so as to give full force and effect to the same.

## DEPOSIT BANK

Date: 4/17/99

By:

Date: 4/17/99  
PAUL S. SILINSKY

Date: 8/29/00

## ACT 91 Notice

## TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE \*

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

The HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S NAME(S): Claudia Silinsky  
 PROPERTY ADDRESS: 433 DuBois Ave, DuBois, Pa. 15801  
 LOAN ACCT. NO.: 1110218-10689  
 ORIGINAL LENDER: Deposit Bank  
 CURRENT LENDER/SERVICER: First Commonwealth Bank

## HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

: IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.

: IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

: IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: \$ 53,070.05 in past due principal, \$ 8,880.65 in past due interest  
Other charges ( explain/itemize): Loan has matured since 5/6/99  
TOTAL AMOUNT PAST DUE: \$ 65,021.50

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

HOW TO CURE THE DEFAULT - You must cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 65,021.50 PLUS ANY

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFFS-SALE-If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the sheriff's sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE- It is estimated that the earliest date that such a Sheriff's sale of the mortgaged property could be held would be approximately 2 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

#### HOW TO CONTACT THE LENDER:

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY


**FIRST COMMONWEALTH BANK**

Member FDIC

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



7099 3400 0002 7563 4566

Claudia Silinsky  
 433 DuBois Ave.  
 DuBois, Pa. 15801

U.S. POSTAL SERVICE  
 MAILING INFORMATION  
 3100-B-1000-1000-1000-1000-1000-1000

**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:

Claudia Silinsky  
 433 DuBois Ave.  
 DuBois, Pa. 15801

**COMPLETE THIS SECTION ON DELIVERY**

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

## C. Signature

 Agent Addressee

## D. Is delivery address different from Item 1?

If YES, enter delivery address below:

 Yes No

## 3. Service Type

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

## 4. Restricted Delivery? (Extra Fee)

 Yes

## 2. Article Number (Copy from service label)

7099 3400 0002 7563 4566

Date: 8/29/00

ACT 91 Notice  
 TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE \*

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

The HOMEOWNERS MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your county are listed at the end of this notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1862).

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

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

HOMEOWNER'S NAME(S): Paul S. Silinsky  
 PROPERTY ADDRESS: 433 DuBois Ave, DuBois, Pa.15801  
 LOAN ACCT. NO.: 1110218-10689  
 ORIGINAL LENDER: Deposit Bank  
 CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

: IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL.

: IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND

: IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT - The MORTGAGE debt held by the above lender on your property located at:

IS IN SERIOUS DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: \$ 53,070.05 in past due principal, \$ 8,880.65 in past due interest. \_\_\_\_\_  
Other charges ( explain/itemize): Loan has matured since 5/6/99 \_\_\_\_\_  
TOTAL AMOUNT PAST DUE: \$ 65,021.50 \_\_\_\_\_

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

HOW TO CURE THE DEFAULT - You must cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 65,021.50, PLUS ANY

MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, sachiers check, certified check or money order made payable and sent to:

First Commonwealth Bank  
654 Philadelphia St.  
Indiana, Pa. 15701

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

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

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE-** If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the sheriff's sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the sheriff's sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE-** It is estimated that the earliest date that such a Sheriff's sale of the mortgaged property could be held would be approximately 2 months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

#### HOW TO CONTACT THE LENDER:

Name of Lender: First Commonwealth Bank  
Address: 654 Philadelphia St.  
Phone Number: (724) 463-2567  
Fax Number: (724) 463-2581  
Contact Person: Dennis A. Baldwin

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

AUG. -29' 12 (TUE) 13:47

## FCB CREDIT ANALYSIS

TEL: 724 463 2581

P. 011

- 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:**

Paul S. Sillinsky  
433 DuBois Ave.  
DuBois, Pa. 15801

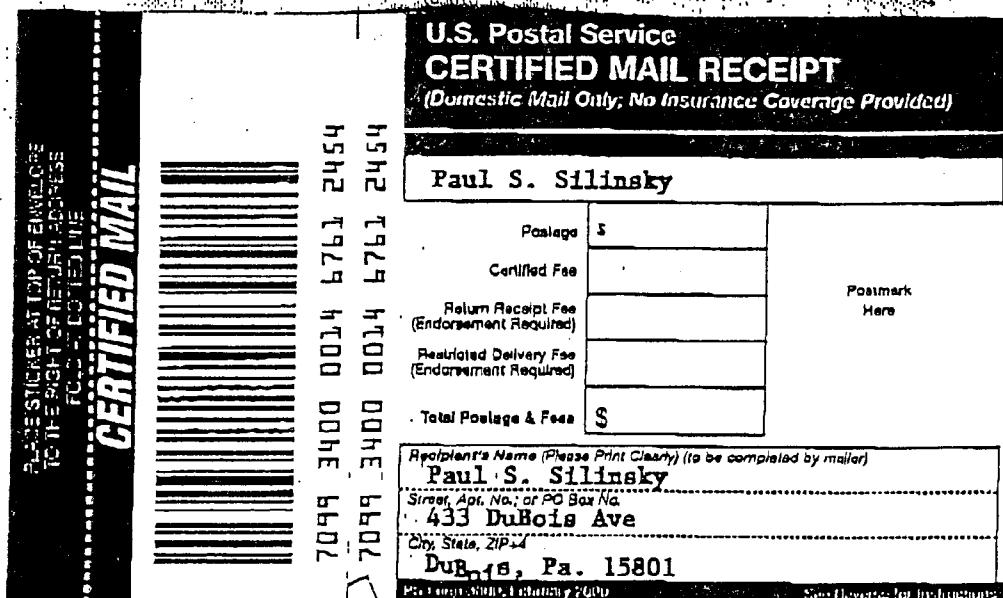
A. Received by (Please Print Clearly)	B. Date of Delivery
C. Signature	
 <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
D. Is delivery address different from item 1? If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	

2. Article Number (Copy from service label)  
7099 3400 0014 6761 2454

PS Form 3811, July 1998

**Domestic Return Receipt**

102686-88-M-1789



VERIFICATION

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



David B. Hepler  
Vice President, Credit Administration  
First Commonwealth Bank, Successor in Interest to  
Deposit Bank

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

Sheriff Docket # 10613

FIRST COMMONWEALTH BANK

01-108-CD

VS.

SILINSKY, PAUL S. & CLAUDIA

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW FEBRUARY 8, 2001 AT 10:39 AM EST POSTED THE WITHIN COMPLAINTS IN MORTGAGE FORECLOSURE ON PROPERTY OF PAUL S. SILINSKY AND CLAUDIA SILINSKY, DEFENDANTS AT 433 E. DUBOIS AVE., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA.**

---

**Return Costs**

<b>Cost</b>	<b>Description</b>
<b>24.88</b>	<b>SHFF. HAWKINS PAID BY: ATTY.</b>
<b>20.00</b>	<b>SURCHARGE: PAID BY: ATTY.</b>

**Sworn to Before Me This**

2nd Day Of March 2001  
William A. Shaw

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

**So Answers,**

Chester A. Hawkins  
by Marilyn Hamer  
Chester A. Hawkins  
Sheriff

**FILED**

MAR 02 2001  
012:53 pm  
William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
Successor in Interest to DEPOSIT BANK,

Plaintiff,  
vs.

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

Defendants.

CIVIL DIVISION

No. 01-108-CD

PRAECIPE FOR DEFAULT JUDGMENT  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST COMMONWEALTH  
BANK, Successor in Interest to DEPOSIT  
BANK, Plaintiff

Counsel of record for this party:

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

FILED

MAR 19 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

TO: Prothonotary

Kindly enter Judgment against the Defendants above named in default of an Answer, in the amount of \$67,051.15, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint .....	\$ 67,051.15
Interest from 01/16/01 through 03/16/01	
(interest accruing thereafter at \$14.81495 per diem)....	874.08
Late Charges.....	<u>0.00</u>
 TOTAL.....	\$ 67,925.23

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

TUCKER ARENSBERG, P.C.

  
Christopher J. Richardson, Esquire  
Brett A. Solomon, Esquire  
Attorneys for First Commonwealth Bank,  
Successor in Interest to Deposit Bank,  
Plaintiff

Plaintiff : First Commonwealth Bank, successor in interest to Deposit Bank  
c/o TUCKER ARENSBERG. P.C., 1500 One PPG Place, Pittsburgh, PA 15222  
Defendants: Paul S. Silinsky, 433 East DuBois Avenue, DuBois, PA 15801  
Claudia Silinsky, 433 East DuBois Avenue, DuBois, PA 15801

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

I, Christopher J. Richardson, Esquire, being duly sworn according to law, hereby depose and say that the Defendants are not members of the military service of the United States of America to the best of my knowledge, information, and belief.

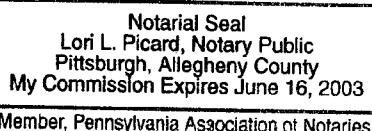
C. J. Richardson  
Christopher J. Richardson, Esquire

Sworn to and subscribed before me this

14<sup>th</sup> day of March, 2001.

Lori L. Picard  
Notary Public

My Commission Expires:



Member, Pennsylvania Association of Notaries

# COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Successor in Interest to DEPOSIT BANK,	)	
	)	No. 01-108-CD
Plaintiff,	)	
vs.	)	
PAUL S. SILINSKY and	)	
CLAUDIA SILINSKY,	)	
Defendants.	)	

## NOTICE OF JUDGMENT

To: Paul S. Silinsky  
433 East DuBois Avenue  
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on March 19, 2001, in the amount of \$67,925.23, plus continuing interest at the contract rate together with costs, late charges, and attorneys fees.



Prothonotary

**COPY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

**NOTICE OF JUDGMENT**

To: Claudia Silinsky  
433 East DuBois Avenue  
DuBois, PA 15801

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you  
on March 19, 2001, in the amount of \$67,925.23, plus continuing interest at  
the contract rate together with costs, late charges, and attorneys fees.

  
\_\_\_\_\_  
Prothonotary

**FILED**

Argy pd.  
1cc 20.00  
1cc P. S. Wsky  
1cc C. Silinsky  
MAR 19 2001

Notices to Defendants

William A. Shaw  
Prothonotary

Statement to Argy (PSS)  
*Argy*

# COPY

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

First Commonwealth Bank  
Deposit Bank  
Plaintiff(s)

No.: 2001-00108-CD

Real Debt: \$67,925.23

Atty's Comm:

Vs.

Costs: \$

Int. From:

Paul S. Silinsky  
Claudia Silinsky  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 19, 2001

Expires: March 19, 2006

Certified from the record this 19th day of March, 2001.

---

William A. Shaw, Prothonotary

\*\*\*\*\*

SIGN BELOW FOR SATISFACTION

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

---

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
Successor in Interest to DEPOSIT BANK,

Plaintiff,

vs.

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

Defendants.

CIVIL DIVISION

No. 01-108-CD

PRAECIPE FOR WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST  
COMMONWEALTH BANK, Successor in  
Interest to DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

CERTIFICATE OF ADDRESS:

433 E. DuBois Avenue  
DuBois, Pennsylvania 15801  
Tax Map No. 7-3-17-5419

**FILED**

APR 16 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

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

Judgment Amount \$ 67,925.23

Interest from 03/16/01 through  
05/04/01 at \$14.81495 per diem 725.93

Additional Interest to Sale Date  
(to be added by Sheriff) \_\_\_\_\_

Foreclosure Fees 850.00

Sub-total \$ 69,501.16

Costs (to be added by the Prothonotary) 127.00

Total \$ \_\_\_\_\_

TUCKER ARENSBERG, P.C.

  
Christopher J. Richardson, Esquire  
Brett A. Solomon, Esquire  
Attorneys for FIRST COMMONWEALTH BANK,  
Successor in Interest to DEPOSIT BANK, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

COMMONWEALTH OF PENNSYLVANIA )  
COUNTY OF ALLEGHENY ) SS:

I, Christopher J. Richardson, being duly sworn according to law, hereby depose and say that the Defendants, Paul S. Silinsky and Claudia Silinsky, are not members of the military service of the United States of America to the best of my knowledge, information and belief.

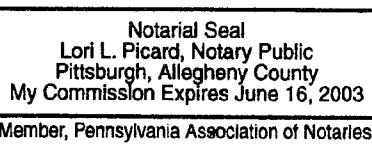
  
Christopher J. Richardson, Esquire

Sworn to and subscribed before

me this 10<sup>th</sup> day of April, 2001.

  
Lori L. Picard  
Notary Public

My Commission Expires:



**FILED**

APR 16 2001  
M 11:30 AM <sup>ACTH</sup> Richardson  
William A. Shaw  
Prothonotary  
pd \$20.00

*EDS*  
Burts Sherry



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 and Rule 3257

COPY

FIRST COMMONWEALTH BANK, )  
Successor in Interest to DEPOSIT BANK ) No. \_\_\_\_\_ Term 1999 E.D.  
vs. )  
 ) No. \_\_\_\_\_ Term \_\_\_\_ A.D.  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY ) No. 108 Term 2001

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

ALL the right, title, interest and claims of Paul S. Silinsky and Claudia Silinsky of, in and to the following described property:

ALL that certain parcel situate in the Third Ward, City of DuBois, being more fully described at DBV 1566, page 549.

HAVING erected thereon a dwelling known as 433 E. DuBois Avenue, DuBois, PA; Tax Parcel No. 7-3-17-5419.

Amount Due	\$67,925.23
Interest from 03/16/01 to 05/04/01 at \$14.81495 per diem	\$ 725.93
Late Charges	\$ 0.00
Foreclosure Fees	\$ 850.00
Sub-Total	\$69,501.16
Costs (to be added by Prothonotary)	\$ 127.00
Additional interest to date of sale	\$ _____
<b>TOTAL</b>	\$ _____, plus costs

as endorsed,

Dated 4-16-01

(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

By: \_\_\_\_\_ Deputy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_ Term 1999 E.D.  
No. \_\_\_\_\_ Term \_\_\_\_\_ A.D.  
No. 108 Term 2001

First Commonwealth Bank, Successor  
in Interest to Deposit Bank,

vs.

Paul S. Silinsky and  
Claudia Silinsky

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Pro Pd.

Judg. Fee

Cr.

Sat.

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

Address: 1500 One PPG Place  
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,  
successor in interest to DEPOSIT BANK,

Plaintiff,

vs.

PAUL S. SILINSKY and  
CLAUDIA SILINSKY,

Defendants.

CIVIL DIVISION

No. 01-108-CD

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO LIEN CREDITORS  
PURSUANT TO PA. R.C.P. 3129

Filed on behalf of FIRST  
COMMONWEALTH BANK, successor  
in interest to DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

SALE DATE: AUGUST 3, 2001

FILED

MAY 31 2001

William A. Shaw  
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
successor in interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
VS. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

**VERIFICATION OF SERVICE OF  
NOTICE OF SALE TO LIEN CREDITORS**

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on the 21st day of May, 2001 as evidenced by P.S. Forms 3817 attached hereto as Exhibit "A".

  
Christopher J. Richardson, Esquire

Sworn to and subscribed before  
me this 29<sup>th</sup> day of May, 2001.



Notary Public

My Commission Expires:

Notarial Seal
Denise P. Chorba, Notary Public
Pittsburgh, Allegheny County
My Commission Expires July 15, 2002
Member, Pennsylvania Association of Notaries

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

Received from: Debbie Paranay  
Paralegal  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
Commonwealth of Pennsylvania  
Department of Revenue  
State Office Building, 1st Floor  
300 Liberty Avenue  
Pittsburgh, PA 15222

PS Form 3817, Mar. 1989 // 555-23665 SILINSKY

**U.S. POSTAL SERVICE CERTIFICATE OF MAILING**  
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Received from: Debbie Paranay  
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Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
W. W. Grainger, Inc.  
P. O. Box 356  
W. Chester, PA 19381

PS Form 3817, Mar. 1989 // 555-23665 SILINSKY

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National City Bank  
6750 Miller Road  
Brecksville, PA 44141

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Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
Clearfield County Treasurer  
P. O. Box 289  
Clearfield, PA 16830

**EXHIBIT**

*A*

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Paralegal  
Tucker Arensberg, P.C.  
1500 One PPG Place  
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:  
Clearfield County Tax Claim  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

PS Form 3817, Mar. 1989 // 555-23665 SILINSKY

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

May 17, 2001

Christopher J. Richardson 412-594-5604  
crichardson@tuckerlaw.com

City and School District of DuBois  
c/o Alexis Stets, Tax Collector  
Box 408  
DuBois, PA 15801

Suggested Reference: Tax Parcel No. 7-3-17-5419

Re: First Commonwealth Bank, successor in interest to Deposit Bank,  
vs. Paul S. Silinsky and Claudia Silinsky  
No. 01-108-CD in the Court of Common Pleas of Clearfield County

## NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, SUCCESSOR IN INTEREST TO DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 01-108-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, AUGUST 3, 2001, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE THIRD WARD, CITY OF DUBOIS WITH AN ADDRESS OF 433 E. DUBOIS AVENUE, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY (30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$67,925.23, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

:djp  
Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619 148664.19BF/#11555-23665

Pittsburgh Airport Area • Harrisburg

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Successor in Interest to DEPOSIT BANK,	)	
	)	No. 01-108-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
PAUL S. SILINSKY and	)	
CLAUDIA SILINSKY,	)	
	)	
Defendants.	)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain lot or piece of land situate in the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, known as Lot No. One in the plan of lots of the Hetrick Subdivision and being bounded and described as follows, to-wit:

BEGINNING at a cut in concrete sidewalk at the intersection of State Highway Route 255 with the west line of Division Street; thence north 66° 48' west, along the said concrete sidewalk, sixty (60) feet to the line of Lot No. 2 of the said Hetrick Subdivision; thence north 23° 47' east, along the line of said lot No. 2 one hundred fifty (150) feet to an iron pipe in the line of a proposed street as shown in said Plan of Hetrick Subdivision; thence south 66° 48' east, along the line of the said proposed street, sixty (60) feet to an iron pipe in the West line of Division Street; thence south 23° 47' west, along the line of Division Street, one hundred fifty (150) feet to the cut in concrete sidewalk at the intersection of Route 255 with the West line of Division Street, the place of beginning.

BEING the same premises conveyed to Claudia Silinsky, a widow, alone taking an undivided one-tenth of the whole, and Paul S. Silinsky, an individual, alone taking an undivided nine-tenths of the whole, as joint tenants with the right of survivorship, by deed of Claudia Silinsky, a widow, dated November 2, 1993 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1566, page 549.

TAX MAP NO. 7-3-17-5419

  
Christopher J. Richardson, Esquire

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

May 17, 2001

Christopher J. Richardson 412-594-5604  
crichardson@tuckerlaw.com

Clearfield County Tax Claim  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

Suggested Reference: Tax Parcel No. 7-3-17-5419

Re: First Commonwealth Bank, successor in interest to Deposit Bank,  
vs. Paul S. Silinsky and Claudia Silinsky  
No. 01-108-CD in the Court of Common Pleas of Clearfield County

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Very truly yours,

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

:djp

Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-566-19BF/#11555-23665

Pittsburgh Airport Area • Harrisburg

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Successor in Interest to DEPOSIT BANK,	)	
	)	No. 01-108-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
PAUL S. SILINSKY and	)	
CLAUDIA SILINSKY,	)	
	)	
Defendants.	)	

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TAX MAP NO. 7-3-17-5419

  
Christopher J. Richardson, Esquire

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

May 17, 2001

Christopher J. Richardson 412-594-5604  
crichardson@tuckerlaw.com

Clearfield County Treasurer  
P. O. Box 289  
Clearfield, PA 16830

Suggested Reference: Tax Parcel No. 7-3-17-5419

Re: First Commonwealth Bank, successor in interest to Deposit Bank,  
vs. Paul S. Silinsky and Claudia Silinsky  
No. 01-108-CD in the Court of Common Pleas of Clearfield County

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Very truly yours,

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

:djp  
Enclosures

148664.1:BF/#11555-23665

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619

Pittsburgh Airport Area • Harrisburg

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

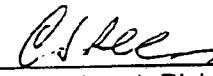
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TAX MAP NO. 7-3-17-5419

  
Christopher J. Richardson, Esquire

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

May 17, 2001

Christopher J. Richardson 412-594-5604  
christopher@tuckerlaw.com

National City Bank  
6750 Miller Road  
Brecksville, PA 44141

Suggested Reference: Your Judgment No. 965; filed 08/04/97

Re: First Commonwealth Bank, successor in interest to Deposit Bank,  
vs. Paul S. Silinsky and Claudia Silinsky  
No. 01-108-CD in the Court of Common Pleas of Clearfield County

## NOTICE TO LIENHOLDER:

Dear Lienholder:

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YOU ARE A LIENHOLDER OF RECORD SUBSEQUENT TO THE MORTGAGE OF FIRST COMMONWEALTH BANK, SUCCESSOR IN INTEREST TO DEPOSIT BANK, FOR ANY DELINQUENCY MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$67,925.23, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

:djp

Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-566-19BF/#11555-23665

Pittsburgh Airport Area • Harrisburg

E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)

[www.tuckerlaw.com](http://www.tuckerlaw.com)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
Successor in Interest to DEPOSIT BANK,	)	
	)	No. 01-108-CD
Plaintiff,	)	
	)	
vs.	)	
	)	
PAUL S. SILINSKY and	)	
CLAUDIA SILINSKY,	)	
Defendants.	)	

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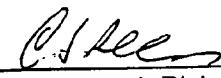
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TAX MAP NO. 7-3-17-5419

  
Christopher J. Richardson, Esquire

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

May 17, 2001

Christopher J. Richardson 412-594-5604  
crichardson@tuckerlaw.com

W. W. Grainger, Inc.  
P. O. Box 356  
W. Chester, PA 19381

Suggested Reference: Your Judgment No. 1371; filed 11/03/97

Re: First Commonwealth Bank, successor in interest to Deposit Bank,  
vs. Paul S. Silinsky and Claudia Silinsky  
No. 01-108-CD in the Court of Common Pleas of Clearfield County

## NOTICE TO LIENHOLDER:

Dear Lienholder:

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Very truly yours,

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*C.J. Rees*  
Christopher J. Richardson

:djp  
Enclosures

148664.1:BF/#11555-23665

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Pittsburgh Airport Area • Harrisburg

E-mail: [tapc@tuckerlaw.com](mailto:tapc@tuckerlaw.com)  
[www.tuckerlaw.com](http://www.tuckerlaw.com)

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FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
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CLAUDIA SILINSKY, )  
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ALL that certain lot or piece of land situate in the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, known as Lot No. One in the plan of lots of the Hetrick Subdivision and being bounded and described as follows, to-wit:

BEGINNING at a cut in concrete sidewalk at the intersection of State Highway Route 255 with the west line of Division Street; thence north 66° 48' west, along the said concrete sidewalk, sixty (60) feet to the line of Lot No. 2 of the said Hetrick Subdivision; thence north 23° 47' east, along the line of said lot No. 2 one hundred fifty (150) feet to an iron pipe in the line of a proposed street as shown in said Plan of Hetrick Subdivision; thence south 66° 48' east, along the line of the said proposed street, sixty (60) feet to an iron pipe in the West line of Division Street; thence south 23° 47' west, along the line of Division Street, one hundred fifty (150) feet to the cut in concrete sidewalk at the intersection of Route 255 with the West line of Division Street, the place of beginning.

BEING the same premises conveyed to Claudia Silinsky, a widow, alone taking an undivided one-tenth of the whole, and Paul S. Silinsky, an individual, alone taking an undivided nine-tenths of the whole, as joint tenants with the right of survivorship, by deed of Claudia Silinsky, a widow, dated November 2, 1993 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1566, page 549.

TAX MAP NO. 7-3-17-5419

  
Christopher J. Richardson, Esquire

# TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

May 17, 2001

Christopher J. Richardson 412-594-5604  
christopher@tuckerlaw.com

Commonwealth of Pennsylvania  
Department of Revenue  
State Office Building, 1<sup>st</sup> Floor  
300 Liberty Avenue  
Pittsburgh, PA 15222

Suggested Reference: Your Judgment No. 1067; filed 08/29/97

Re: First Commonwealth Bank, successor in interest to Deposit Bank,  
vs. Paul S. Silinsky and Claudia Silinsky  
No. 01-108-CD in the Court of Common Pleas of Clearfield County

## NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, SUCCESSOR IN INTEREST TO DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 01-108-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, AUGUST 3, 2001, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE THIRD WARD, CITY OF DUBOIS WITH AN ADDRESS OF 433 E. DUBOIS AVENUE, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY (30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$67,925.23, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

:djp  
Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-566-1586/412-566-1587/412-566-1588/412-566-1589/412-566-1590/412-566-1591/412-566-1592/412-566-1593/412-566-1594/412-566-1595/412-566-1596/412-566-1597/412-566-1598/412-566-1599/412-566-1500/412-566-1501/412-566-1502/412-566-1503/412-566-1504/412-566-1505/412-566-1506/412-566-1507/412-566-1508/412-566-1509/412-566-1510/412-566-1511/412-566-1512/412-566-1513/412-566-1514/412-566-1515/412-566-1516/412-566-1517/412-566-1518/412-566-1519/412-566-1520/412-566-1521/412-566-1522/412-566-1523/412-566-1524/412-566-1525/412-566-1526/412-566-1527/412-566-1528/412-566-1529/412-566-1530/412-566-1531/412-566-1532/412-566-1533/412-566-1534/412-566-1535/412-566-1536/412-566-1537/412-566-1538/412-566-1539/412-566-1540/412-566-1541/412-566-1542/412-566-1543/412-566-1544/412-566-1545/412-566-1546/412-566-1547/412-566-1548/412-566-1549/412-566-1550/412-566-1551/412-566-1552/412-566-1553/412-566-1554/412-566-1555/412-566-1556/412-566-1557/412-566-1558/412-566-1559/412-566-1560/412-566-1561/412-566-1562/412-566-1563/412-566-1564/412-566-1565/412-566-1566/412-566-1567/412-566-1568/412-566-1569/412-566-1570/412-566-1571/412-566-1572/412-566-1573/412-566-1574/412-566-1575/412-566-1576/412-566-1577/412-566-1578/412-566-1579/412-566-1580/412-566-1581/412-566-1582/412-566-1583/412-566-1584/412-566-1585/412-566-1586/412-566-1587/412-566-1588/412-566-1589/412-566-1590/412-566-1591/412-566-1592/412-566-1593/412-566-1594/412-566-1595/412-566-1596/412-566-1597/412-566-1598/412-566-1599/412-566-1500/412-566-1501/412-566-1502/412-566-1503/412-566-1504/412-566-1505/412-566-1506/412-566-1507/412-566-1508/412-566-1509/412-566-1510/412-566-1511/412-566-1512/412-566-1513/412-566-1514/412-566-1515/412-566-1516/412-566-1517/412-566-1518/412-566-1519/412-566-1520/412-566-1521/412-566-1522/412-566-1523/412-566-1524/412-566-1525/412-566-1526/412-566-1527/412-566-1528/412-566-1529/412-566-1530/412-566-1531/412-566-1532/412-566-1533/412-566-1534/412-566-1535/412-566-1536/412-566-1537/412-566-1538/412-566-1539/412-566-1540/412-566-1541/412-566-1542/412-566-1543/412-566-1544/412-566-1545/412-566-1546/412-566-1547/412-566-1548/412-566-1549/412-566-1550/412-566-1551/412-566-1552/412-566-1553/412-566-1554/412-566-1555/412-566-1556/412-566-1557/412-566-1558/412-566-1559/412-566-1560/412-566-1561/412-566-1562/412-566-1563/412-566-1564/412-566-1565/412-566-1566/412-566-1567/412-566-1568/412-566-1569/412-566-1570/412-566-1571/412-566-1572/412-566-1573/412-566-1574/412-566-1575/412-566-1576/412-566-1577/412-566-1578/412-566-1579/412-566-1580/412-566-1581/412-566-1582/412-566-1583/412-566-1584/412-566-1585/412-566-1586/412-566-1587/412-566-1588/412-566-1589/412-566-1590/412-566-1591/412-566-1592/412-566-1593/412-566-1594/412-566-1595/412-566-1596/412-566-1597/412-566-1598/412-566-1599/412-566-1500/412-566-1501/412-566-1502/412-566-1503/412-566-1504/412-566-1505/412-566-1506/412-566-1507/412-566-1508/412-566-1509/412-566-1510/412-566-1511/412-566-1512/412-566-1513/412-566-1514/412-566-1515/412-566-1516/412-566-1517/412-566-1518/412-566-1519/412-566-1520/412-566-1521/412-566-1522/412-566-1523/412-566-1524/412-566-1525/412-566-1526/412-566-1527/412-566-1528/412-566-1529/412-566-1530/412-566-1531/412-566-1532/412-566-1533/412-566-1534/412-566-1535/412-566-1536/412-566-1537/412-566-1538/412-566-1539/412-566-1540/412-566-1541/412-566-1542/412-566-1543/412-566-1544/412-566-1545/412-566-1546/412-566-1547/412-566-1548/412-566-1549/412-566-1550/412-566-1551/412-566-1552/412-566-1553/412-566-1554/412-566-1555/412-566-1556/412-566-1557/412-566-1558/412-566-1559/412-566-1560/412-566-1561/412-566-1562/412-566-1563/412-566-1564/412-566-1565/412-566-1566/412-566-1567/412-566-1568/412-566-1569/412-566-1570/412-566-1571/412-566-1572/412-566-1573/412-566-1574/412-566-1575/412-566-1576/412-566-1577/412-566-1578/412-566-1579/412-566-1580/412-566-1581/412-566-1582/412-566-1583/412-566-1584/412-566-1585/412-566-1586/412-566-1587/412-566-1588/412-566-1589/412-566-1590/412-566-1591/412-566-1592/412-566-1593/412-566-1594/412-566-1595/412-566-1596/412-566-1597/412-566-1598/412-566-1599/412-566-1500/412-566-1501/412-566-1502/412-566-1503/412-566-1504/412-566-1505/412-566-1506/412-566-1507/412-566-1508/412-566-1509/412-566-1510/412-566-1511/412-566-1512/412-566-1513/412-566-1514/412-566-1515/412-566-1516/412-566-1517/412-566-1518/412-566-1519/412-566-1520/412-566-1521/412-566-1522/412-566-1523/412-566-1524/412-566-1525/412-566-1526/412-566-1527/412-566-1528/412-566-1529/412-566-1530/412-566-1531/412-566-1532/412-566-1533/412-566-1534/412-566-1535/412-566-1536/412-566-1537/412-566-1538/412-566-1539/412-566-1540/412-566-1541/412-566-1542/412-566-1543/412-566-1544/412-566-1545/412-566-1546/412-566-1547/412-566-1548/412-566-1549/412-566-1550/412-566-1551/412-566-1552/412-566-1553/412-566-1554/412-566-1555/412-566-1556/412-566-1557/412-566-1558/412-566-1559/412-566-1560/412-566-1561/412-566-1562/412-566-1563/412-566-1564/412-566-1565/412-566-1566/412-566-1567/412-566-1568/412-566-1569/412-566-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-566-1555/412-566-1556/412-566

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
Successor in Interest to DEPOSIT BANK, )  
Plaintiff, ) No. 01-108-CD  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain lot or piece of land situate in the Third Ward of the City of DuBois, County of Clearfield and State of Pennsylvania, known as Lot No. One in the plan of lots of the Hetrick Subdivision and being bounded and described as follows, to-wit:

BEGINNING at a cut in concrete sidewalk at the intersection of State Highway Route 255 with the west line of Division Street; thence north 66° 48' west, along the said concrete sidewalk, sixty (60) feet to the line of Lot No. 2 of the said Hetrick Subdivision; thence north 23° 47' east, along the line of said lot No. 2 one hundred fifty (150) feet to an iron pipe in the line of a proposed street as shown in said Plan of Hetrick Subdivision; thence south 66° 48' east, along the line of the said proposed street, sixty (60) feet to an iron pipe in the West line of Division Street; thence south 23° 47' west, along the line of Division Street, one hundred fifty (150) feet to the cut in concrete sidewalk at the intersection of Route 255 with the West line of Division Street, the place of beginning.

BEING the same premises conveyed to Claudia Silinsky, a widow, alone taking an undivided one-tenth of the whole, and Paul S. Silinsky, an individual, alone taking an undivided nine-tenths of the whole, as joint tenants with the right of survivorship, by deed of Claudia Silinsky, a widow, dated November 2, 1993 and recorded in the Office of the Recorder of Deeds of Clearfield County in Deed Book Volume 1566, page 549.

TAX MAP NO. 7-3-17-5419

  
Christopher J. Richardson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)  
P.R.C.P. 3180 TO 3183 and Rule 3257

FIRST COMMONWEALTH BANK, )  
Successor in Interest to DEPOSIT BANK ) No. \_\_\_\_\_ Term 1999 E.D.  
 )  
vs. ) No. \_\_\_\_\_ Term \_\_\_\_ A.D.  
 )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY ) No. 108 Term 2001

WRIT OF EXECUTION  
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

ALL the right, title, interest and claims of Paul S. Silinsky and Claudia Silinsky of, in and to the following described property:

ALL that certain parcel situate in the Third Ward, City of DuBois, being more fully described at DBV 1566, page 549.

HAVING erected thereon a dwelling known as 433 E. DuBois Avenue, DuBois, PA; Tax Parcel No. 7-3-17-5419.

Amount Due	\$ 67,925.23
Interest from 03/16/01 to 05/04/01 at \$14.81495 per diem	\$ 725.93
Late Charges	\$ 0.00
Foreclosure Fees	\$ 850.00
Sub-Total	\$ 69,501.16
Costs (to be added by Prothonotary)	\$ 127.00
Additional interest to date of sale	\$ _____
<b>TOTAL</b>	\$ _____ plus costs

as endorsed,

RECEIVED APR 16 2001

@ 3:34 PM

Dated

4/16/01 Chester A. Hawley

(SEAL)

Prothonotary, Common Pleas Court of  
Clearfield County, Pennsylvania

Deputy

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA

No. \_\_\_\_\_ Term 1999 E.D.  
No. \_\_\_\_\_ Term \_\_\_\_\_ A.D.  
No. 108 Term 2001

First Commonwealth Bank, Successor  
in Interest to Deposit Bank,

vs.

Paul S. Silinsky and  
Claudia Silinsky

WRIT OF EXECUTION  
(Mortgage Foreclosure)

Costs

Pro Pd.

Judg. Fee

Cr.

Sat.

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

Address: 1500 One PPG Place  
Pittsburgh, PA 15222

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

Sheriff Docket # 10925

FIRST COMMONWEALTH BANK ET AL

01-108-CD

VS.  
SILINSKY, PAUL S. 01-108-CD

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

**NOW, MAY 17, 2001, AT 9:45 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, AUGUST 3, 2001, AT 10:00 AM O'CLOCK.**

**NOW, MAY 17, 2001, RECEIVED FAX TO POST PROPERTY AND MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO DEFENDANTS.**

**NOW, MAY 18, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL. PAUL S. SILINSKY CERTIFIED MAIL #7000 0600 0023 2701 1182, CLAUDIA SILINSY CERTIFIED MAIL #7000 0600 0023 2701 1175, MAILED BOTH TO 433 EAST DUBOIS AVENUE, DUBOIS, PENNSYLVANIA, 15801.**

**NOW, MAY 23, 2001, RECEIVED CERTIFIED MAIL #7000 0600 0023 2701 1182 FOR PAUL S. SILINSKY AND CERTIFIED MAIL #7000 0600 0023 2701 1175 FOR CLAUDIA SILINSKY AS "NOT DELIVERABLE AS ADDRESSED".**

**NOW, MAY 25, 2001, RECEIVED REGULAR MAIL FOR PAUL S. SILINSKY AND CLAUDIA SILINSKY AS "MOVED LEFT NO ADDRESS".**

**NOW, AUGUST 3, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) PLUS COSTS.**

**NOW, AUGUST 23, 2001, RECEIVED PLAINTIFF CHECK #042678 IN THE AMOUNT OF ELEVEN THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS AND FORTY-THREE CENTS (\$11,466.43) FOR COSTS DUE.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 10925

FIRST COMMONWEALTH BANK ET AL

01-108-CD

VS.

SILINSKY, PAUL S. 01-108-CD

WRIT OF EXECUTION      REAL ESTATE

**SHERIFF RETURNS**

NOW, AUGUST 29, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$366.71

SURCHARGE      \$ 40.00

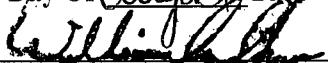
PAID BY PLAINTIFF

**FILED**

AUG 29 2001  
01112am  
William A. Shaw  
Prothonotary

Sworn to Before Me This

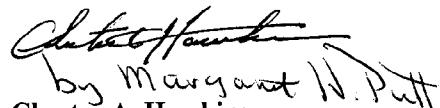
29th Day Of August 2001



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



So Answers,

  
by Margaret W. Patti  
Chester A. Hawkins  
Sheriff

**TUCKER ARENSBERG, P.C.**

1500 One PPG Place  
Pittsburgh, Pennsylvania 15222  
Telefax: (412) 594-5619 (or 5618)

**TELEFAX COVER PAGE**

**TO:** Office of the Clearfield County Sheriff  
Attention: Peggy

**FROM:** Debbie Paranay, Paralegal  
Telephone: (412) 594-5554  
E-Mail: dparanay@tuckerlaw.com

**DATE:** May 17, 2001

**TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET):** 2

**CONFIDENTIAL**

**URGENT**

**PLEASE REPLY**

**FYI**

---

**MESSAGE:**

Re: First Commonwealth Bank vs.  
Paul S. Silinsky and Claudia Silinsky  
Case No. 01-108-CD; Sale Date August 3, 2001

Here is the Order of Court granting First Commonwealth Bank's Motion for Special Service in the above matter. If you need anything further from our office, please give me a call. Thank you.

---

[ ] Please confirm receipt of this fax by [ ] telephone [ ] fax to \_\_\_\_\_

---

[ ] Due to prior transmission problems, we are resending [ ] pages \_\_\_\_\_ [ ] entire fax.

---

**"CONFIDENTIALITY NOTICE"**

THE DOCUMENTS ACCOMPANYING THIS FACSIMILE MESSAGE CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE RECIPIENT. YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING OR DISTRIBUTION OF, OR THE TAKING OF ANY ACTION IN RELIANCE ON, THE CONTENTS OF THIS TELECOPIED INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY COLLECT TELEPHONE CALL AND RETURN THE FACSIMILE MESSAGE TO US AT THE ADDRESS BELOW VIA U.S. POSTAL SERVICE. THANK YOU.

**COPY**  
CLIENT NO.: 11555-23665  
FAX NUMBER: (814) 765-5915

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

FIRST COMMONWEALTH BANK, ) CIVIL DIVISION  
successor in interest to )  
DEPOSIT BANK, ) Case No. 01-108-CD  
Plaintiff, )  
vs. )  
PAUL S. SILINSKY and )  
CLAUDIA SILINSKY, )  
Defendants. )

ORDER OF COURT

AND NOW, this 16th day of February, 2001, the within Motion of First Commonwealth Bank, successor in interest to Deposit Bank, is GRANTED. It is hereby ORDERED that Plaintiff shall serve Defendants, Paul S. Silinsky and Claudia Silinsky, with the Complaint in Mortgage Foreclosure, and all other pleadings/notice in connection with this foreclosure action, by sending copies thereof by certified mail, return receipt requested and ordinary mail to Defendants' last known address of 433 E. DuBois Avenue, DuBois, Pennsylvania 15801, or by posting the property at 433 E. DuBois Avenue, DuBois, Pennsylvania 15801, completion any of the above to be deemed as effecting service on Defendants.

/s/JOHN K. REILLY, JR.

J.

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

FEB 20 2001

Attest.

*William J. Flanigan*  
Prothonotary

144355.1:BF  
11555-23665

COPY



CHESTER A. HAWKINS  
SHERIFF

COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

CLAUDIA SILINSKY

433 East DuBois Avenue  
DuBois, PA 15801

ST.1453 150912003 1401 04 05/22/01  
SILINSKY RETURN TO SENDER  
MOVED LEFT NO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER

卷之三

CHESTER A. HAWKINS

1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830

PAUL S. SILINSKY  
433 East Dubois Avenue  
Dubois, PA 15801

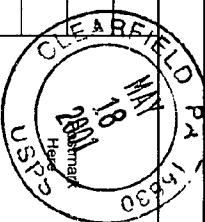
STL.1433 1300 1200 1401 06 05/  
SILINSKY MOVED LEFT NO ADDRESS  
UNABLE TO FORWARD  
RETURN TO SENDER

**COPY**

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

Article Sent To:

2701	2201	1175
Postage	\$	
Certified Fee		
(Endorsement Required)		
0023	0023	
Restricted Delivery Fee		
(Endorsement Required)		
0000	0000	
Total Postage & Fees	\$	395



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

CLAUDIA SILINSKY

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

433 East DuBois Avenue

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, July 1999

See Reverse for Instructions

PLACE STAMPS OR POSTAGE HERE  
10 U.S. POSTAGE OR 10 U.S. POSTAGE  
ONE U.S. POSTAGE OR ONE U.S. POSTAGE

**CERTIFIED MAIL**

CHESTER A. HAWKINS  
SHERIFF  
COURTHOUSE  
1 NORTH SECOND STREET - SUITE 116  
CLEARFIELD, PENNSYLVANIA 16830



7000 0600 0023 2701 1175

CLAUDIA SILINSKY

FWD

433 East DuBois Avenue

INSUFFICIENT ADDRESS  
 ATTEMPTED NOT KNOWN  
 NO SUCH NUMBER/STREET  
 NOT DELIVERABLE AS ADDRESSED  
 UNABLE TO FORWARD

**RTS**

RETURN TO SENDER

**YPC**

1175  
2701  
0600  
0023  
2201  
1175

**MNF**

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

Article Sent To:

2701 1182  
PAFIELD, PA  
MAY 18 2001  
Postmark  
USPS

Postage	\$	4
Certified Fee		5
Return Receipt Fee (Endorsement Required)		0
Restricted Delivery Fee (Endorsement Required)		0
Total Postage & Fees		<u>\$3.95</u>

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

PAUL S. SILINSKY

Street, Apt. No. or PO Box No.

433 East DuBois Avenue

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, July 1999

See Reverse for Instructions

PLACE STICKER AT TOP OF ENVELOPE  
TO THE RIGHT OF RETURN ADDRESS  
FOLD AT DOTTED LINE

**CERTIFIED MAIL**



1 NORTH SECOND STREET - SUITE 116  
COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

1 NORTH SECOND STREET - SUITE 116  
COURTHOUSE  
CLEARFIELD, PENNSYLVANIA 16830

PAUL S. SILINSKY  
433 East DuBois Avenue

PAUL S. SILINSKY  
433 East DuBois Avenue

Y  
P  
C  
FWD

**RTS**  
RETURN TO SENDER  
INSUFFICIENT ADDRESS  
ATTEMPTED NOT KNOWN  
NO SUCH NUMBER/STREET  
NOT DELIVERABLE AS ADDRESSED  
UNABLE TO FORWARD

OTHER  
 A  
 C  
 S

REAL ESTATE SALE

REAL ESTATE SALE

REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION

NOW, AUGUST 6, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 3rd day of AUGUST 2001, I exposed the within described real estate of PAUL S. SILINSKY AND CLAUDIE SILINSKY

to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK, Successor in Interest to DEPOSIT BANK he/she being the highest bidder, for the sum of \$ 7,500.00 + COSTS and made the following appropriations, viz.:

SHERIFF COSTS:

RDR	\$ 15.00
SERVICE	15.00
MILEAGE	9.88
LEVY	15.00
 MILEAGE	9.88
POSTING	15.00
CSDS	10.00
COMMISSION 2%	150.00
POSTAGE	7.90 + 4.08
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	
ADD'L LEVY	
BID AMOUNT	
RETURNS/DEPUTIZE	
COPIES	10.00
BILLING - PHONE - FAX	5.00
 TOTAL SHERIFF COSTS	\$ 366.71

DEED COSTS:

REGISTER & RECORDER	\$ 15.50
ACKNOWLEDGEMENT	**** 5.00
TRANSFER TAX 2%	 \$ 30.50
 TOTAL DEED COSTS	\$ 30.50

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 67,925.23
INTEREST FROM 3-16-01 TO 5-4-01 AT	
\$14.814.95 PER DIEM	725.93

 TOTAL DEBT & INTEREST	\$ 68,651.16
---------------------------	--------------

COSTS:

ATTORNEY FEES	\$
PROTH. SATISFACTION	\$ 570.24
ADVERTISING	
LATE CHARGES & FEES	\$ 1,382.66
TAXES-Collector	\$ 9,796.29
TAXES-Tax Claim	
COSTS OF SUIT-To Be Added	
LIST OF LIENS	\$ 140.00
MORTGAGE SEARCH	
ACKNOWLEDGEMENT	
DEED COSTS	\$ 20.50
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 366.74
LEGAL JOURNAL AD	\$ 63.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 127.00
 FORECLOSURE FEES	\$ 850.00
 TOTAL COSTS	\$ 12,466.43

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

Chester A. Hawkins, Sheriff

**xpense Check**



**FIRST COMMONWEALTH BANK**

Member FDIC

60-682433

042678

042678  
Date 08/14/01

01-108-CD - SILINSKY

\*\*\*\*11,466.43 DOLLARS

order of SHERIFF OF CLEARFIELD COUNTY

NBOC Bank  
Central Offices, Indiana, Pennsylvania



042678 043306826 01 1312612 3

- 10925

**copy**

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

Sheriff Docket # 10925

**FIRST COMMONWEALTH BANK ET AL**

**01-108-CD**

**VS.**

**SILINSKY, PAUL S. 01-108-CD**

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

**NOW, MAY 17, 2001, AT 9:45 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, AUGUST 3, 2001, AT 10:00 AM O'CLOCK.**

**NOW, MAY 17, 2001, RECEIVED FAX TO POST PROPERTY AND MAIL BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED TO DEFENDANTS.**

**NOW, MAY 18, 2001, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL. PAUL S. SILINSKY CERTIFIED MAIL #7000 0600 0023 2701 1182, CLAUDIA SILINSKY CERTIFIED MAIL #7000 0600 0023 2701 1175, MAILED BOTH TO 433 EAST DUBOIS AVENUE, DUBOIS, PENNSYLVANIA, 15801.**

**FILED**

**NOW, MAY 23, 2001, RECEIVED CERTIFIED MAIL #7000 0600 0023 2701 1182 FOR PAUL S. SILINSKY AND CERTIFIED MAIL #7000 0600 0023 2701 1175 FOR CLAUDIA SILINSKY AS "NOT DELIVERABLE AS ADDRESSED".**

**MAR 25 2002  
01-25-01  
William A. Shaw  
Prothonotary**

**NOW, MAY 25, 2001, RECEIVED REGULAR MAIL FOR PAUL S. SILINSKY AND CLAUDIA SILINSKY AS "MOVED LEFT NO ADDRESS".**

**NOW, AUGUST 3, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) PLUS COSTS.**

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

**Sheriff Docket #** 10925

**FIRST COMMONWEALTH BANK ET AL**

**01-108-CD**

**VS.**

**SILINSKY, PAUL S. 01-108-CD**

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, AUGUST 29, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR SEVEN THOUSAND FIVE HUNDRED (\$7,500.00) DOLLARS PLUS COSTS. PAID COSTS FROM ADVANCE WITH THE PLAINTIFF PAYING REMAINING COSTS .**

**NOW, AUGUST 29, 2001, DEED COULD NOT BE FILED AS SMOKE TEST WAS NOT DONE IN THE CITY OF DUBOIS.**

**NOW, MARCH 18, 2002, RECEIVED COPY OF COMPLETED SMOKE TEST - DEED NEEDS CITY SEAL BEFORE FILING.**

**NOW, MARCH 25, 2002, DUBOIS CITY STAMPED DEED WITH THE CITY SEAL.**

**NOW, MARCH 25, 2002, FILED DEED WITH REGISTER AND RECORDER..**

**SHERIFF HAWKINS \$366.71**

**SURCHARGE      \$ 40.00**

**PAID BY PLAINTIFF**

---

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

**Sheriff Docket # 10925**

**FIRST COMMONWEALTH BANK ET AL**

**01-108-CD**

**VS.**

**SILINSKY, PAUL S. 01-108-CD**

**WRIT OF EXECUTION      REAL ESTATE**

**SHERIFF RETURNS**

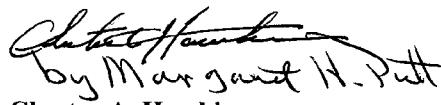
---

**Sworn to Before Me This**

25 Day Of MARCh 2002



**So Answers,**

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

**WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2006  
Clearfield Co., Clearfield, PA**