

01-532-CD  
NBOC BANK -vs- TRACY H. REED et al

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

Sheriff Docket # 10892

NBOC BANK

01-532-CD

VS.

REED, TRACY H. and TAMMY K. RADEL

COMPLAINT

**SHERIFF RETURNS**

NOW APRIL 18, 2001 AT 1:45 PM DST SERVED THE WITHIN COMPLAINT ON  
TRACY H. REED, DEFENDANT AT SHERIFF'S DEPARTMENT, MARKET STREET,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TRACY  
REED A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND MADE  
KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SHULTZ

NOW APRIL 26, 2001 AT 11:10 AM DST SERVED THE WITHIN COMPLAINT ON  
TAMMY K. RADEL, DEFENDANT AT EMPLOYMENT, RD # 1, BRESSLER ROAD,  
CURWENSVILLE, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TAMMY  
K. RADEL A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT AND  
MADE KNOWN TO HER THE CONTENTS THEREOF.  
SERVED BY: DAVIS/MORGILLO

**Return Costs**

Cost	Description
30.46	SHFF. HAWKINS PAID BY: PLFF.
20.00	SURCHARGE PAID BY: PLFF.

FILED  
013-27-51  
APR 27 2001  
6/25

William A. Shaw  
Prothonotary


Sworn to Before Me This

27<sup>th</sup> Day Of April 2001



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

So Answers,

  
by Marilyn Harris  
Chester A. Hawkins  
Sheriff

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW  
NO. 01 - C.D.

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

COMPLAINT

FILED

APR 12 2001  
08:21 AM  
William A. Shaw  
Prothonotary

pd

580.06

acc Sherry

att Mahoney

LAW OFFICES  
BLAKLEY, JONES & MOHNEY  
90 BEAVER DRIVE - BOX 6  
DUBOIS, PA 15801

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

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

NO. 01 - 532 - C.D.

TYPE OF CASE: CIVIL

TYPE OF PLEADING: COMPLAINT

FILED ON BEHALF OF: PLAINTIFF

COUNSEL OF RECORD:  
CHRISTOPHER E. MOHNEY, ESQUIRE

SUPREME COURT NO.: 63494

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

**FILED**

APR 12 2001

William A. Shaw  
Prothonotary

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

NBOC BANK,	:	NO. 01 - - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
TRACY H. REED and	:	
TAMMY K. RADEL,	:	
	:	
Defendants	:	

**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 CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

DAVID MEHOLICK, COURT ADMINISTRATOR  
Clearfield County Courthouse  
Clearfield, PA 16830  
(814) 765-2641

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

NBOC BANK,	:	NO. 01 -	- C.D.
	:		
Plaintiff	:		
	:		
VS.	:		
	:		
TRACY H. REED and	:		
TAMMY K. RADEL,	:		
	:		
Defendants	:		

**COMPLAINT**

AND NOW, comes the Plaintiff, **NBOC BANK**, who files the following Complaint in Mortgage Foreclosure and in support thereof, the following is averred:

1. Plaintiff **NBOC BANK** is a Pennsylvania banking corporation, with a branch office place of business at 1800 Daisy Street, Clearfield, Clearfield County, Pennsylvania 16830.

2. Defendant **TRACY H. REED** is an adult individual with a last known address at 305 Merrill Street, Clearfield, Clearfield County, Pennsylvania 16830.

3. Defendant **TAMMY K. RADEL** is an adult individual with a last known address at 106 Rear South Fourth Street, Clearfield, Clearfield County, Pennsylvania 16830.

4. On June 7, 1996, Defendants executed and delivered to Plaintiff a Mortgage and a Note upon the premises hereinafter described which Mortgage was recorded on June 7, 1996, in Clearfield County Deed and Records Book Volume 1764, page 32. True and correct copies of the Mortgage

and Note are attached hereto as Exhibits "A" and "B", respectively and are incorporated herein by reference.

5. Said Mortgage has not been assigned.

6. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on December 7, 2000, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notices and copies of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

7. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a face-to-face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

8. The premises subject to the Mortgage is the property located at 305 Merrill Street, Clearfield, Clearfield County, Pennsylvania, and is described on Exhibit "E" attached hereto and made a part hereof.

9. Said Mortgage is in default because the principal payments due upon said Mortgage are overdue and in default for a period of more than thirty (30) days and, by the terms of said Mortgage and Note secured thereby, the whole of said unpaid balance of principal is immediately due and payable.

10. The unpaid balance of the indebtedness due Plaintiff under the terms of the said Mortgage and Note secured thereby is:

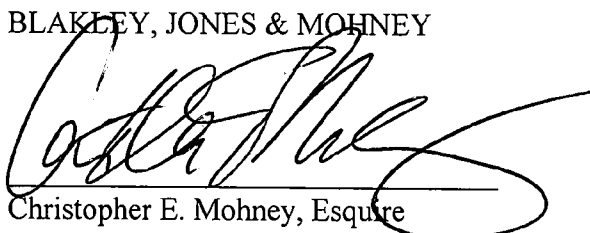
Current Balance -	\$45,183.43
Interest payoff -	\$ 1,998.85
Late Fees -	\$ 109.10
Attorney's fee -	<u>\$ 500.00</u>
TOTAL:	\$47,791.38

WHEREFORE, Plaintiff demands judgment in the amount of \$47,791.38, plus interest thereon at a per diem rate of 10.3545 on unpaid principal balance from March 16, 2001, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **TRACY H. REED and TAMMY K. RADEL**.

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:



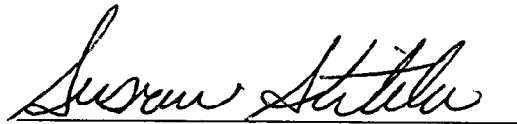
Christopher E. Mohny, Esquire  
Attorney for the Plaintiff  
90 Beaver Drive, Box 6  
Du Bois, PA 15801  
(814) 371-2730



**VERIFICATION**

I, SUSAN STITELER, Assistant Vice President of NBOC BANK, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

This statement and verification is made subject to the penalties of 18 Pa. C. S. Section 4904 relating to unsworn fabrication to authorities, which provides that if I make knowingly false averments I may be subject to criminal penalties.

A handwritten signature in cursive script, reading "Susan Stiteler", written over a horizontal line.

Susan Stiteler

NBOC BANK  
1800 Daisy St  
Clearfield, PA 16830

WHEN RECORDED MAIL TO:

NBOC BANK  
1800 Daisy St  
Clearfield, PA 16830

SEND TAX NOTICES TO:

Tracy H Reed and Tammy K Radel  
14 N Front Street  
Clearfield, PA 16830

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

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on June 7, 1996. The mortgagor is Tracy H Reed and Tammy K Radel ("Borrower"). This Security Instrument is given to NBOC BANK, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 1800 Daisy St, Clearfield, PA 16830 ("Lender"). Borrower owes Lender the principal sum of Fifty One Thousand Three Hundred & 00/100 Dollars (U.S. \$51,300.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2016. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield County, Pennsylvania:

CLEARFIELD COUNTY 6/14/96  
ENTERED OF RECORD  
TIME 3:36 P.M.  
BY *[Signature]*  
FEES 15.50

Karen L. Starck, Recorder

which has the address of 305 Merrill St, Clearfield, Pennsylvania 16830 ("Property Address");

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

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

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

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

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

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

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

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

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

Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witnesses:

*Chris A. Link*  
AS TO BOTH

*Tracy H. Reed* (Seal)  
Tracy H Reed-Borrower

*Tammy K. Radel* (Seal)  
Tammy K Radel-Borrower

### INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania )  
 ) SS  
COUNTY OF Clearfield )

On this, the 7th day of June, 19 96, before me \_\_\_\_\_, the undersigned Notary Public, personally appeared **Tracy H Reed and Tammy K Radel**, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

OF

Notarial Seal  
Linda C. Lewis, Notary Public  
Clearfield Boro, Clearfield County  
My Commission Expires July 25, 1999

*Linda C. Lewis*  
Notary Public in and for the State of \_\_\_\_\_

Fixed Rate. Installment.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b (c) 1996 CFI ProServices, Inc. All rights reserved. [PA-G203 E3.20 P3.20 2807.LN R12.OVL]

ALL those two certain lots or pieces of ground, together with the improvements thereon, situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Being the westerly half of Lot No. 30 in the Plan of West Clearfield, BEGINNING at a post on Merrill Street at the southeast corner of lot No. 31; thence running East along line of Merrill Street twenty-five (25) feet to a post; thence running North one hundred eighty (180) feet to Park Street; thence running West along Park Street twenty-five (25) feet to corner of Lot No. 31, and which lot is now or formerly of Lex K. McCloskey; thence South along Lot No. 31, which is now or formerly of Lex K. McCloskey one hundred eighty (180) feet to Merrill Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Merrill Street on line of Lot No. 30 and fifteen (15) feet west of the division line between Lots 29 and 30; thence West along line of Merrill Street ten (10) feet to corner of lot hereinabove described; thence North one hundred fifty (150) feet, more or less, along line of lot hereinabove described to Park Street; thence East along Park Street ten (10) feet to a post; thence South by line parallel with division line between Lots 29 and 30 one hundred fifty (150) feet, more or less, to the place of beginning.

BEING the same premises conveyed to the Mortgagors by deed dated June 7, 1996 from Kathy L. Beish et al. and recorded with this Mortgage.

This property has Assessment # K-8-208-107.

Entered of Record June 7, 1996 3:36 PM Karen L. Starck, Recorder

more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

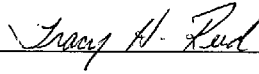
10. UNIFORM SECURED NOTE

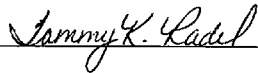
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses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

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

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

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
\_\_\_\_\_  
(Seal)  
Tracy H Reed-Borrower  
Social Security Number - 200-50-1796

  
\_\_\_\_\_  
(Seal)  
Tammy K Radel-Borrower  
Social Security Number - 177-64-3153

\_\_\_\_\_  
(Seal)  
-Borrower  
Social Security Number - \_\_\_\_\_

[Sign Original Only]

Date: December 7, 2000

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA  
(PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO  
ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO  
"HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR  
SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Tracy H. Reed

PROPERTY ADDRESS: 305 Merrill Street, Clearfield PA 16830

LOAN ACCT. NO.: 016-0163931.

ORIGINAL LENDER: NBOC 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

EXHIBIT "C"



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 agencies 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: 305 Merrill Street, Clearfield PA 16830

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: October, November and December 2000 totaling \$1,358.16

Other charges (explain/itemize): Late fees of \$43.64

**TOTAL AMOUNT PAST DUE: \$1,401.80**

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,401.80, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.** Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

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 one (1) month 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:** NBOC Bank

**Address:** PO Box 400, Indiana PA 15701

**Phone Number:** 1-800-221-8605

**Fax Number:** (724) 463-5665

**Contact Person:** Ray Clawson

**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**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*

**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation**

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

**Indiana County Community  
Action Program**

**827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**

**500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**

Date: December 7, 2000

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

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help 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 INMEDITAMENTE LLAMANDO ESTA AGENCIA (PENNSYLVANIA HOUSING FINANCE AGENCY) SIN CARGOS AL NUMERO MENCIONADO ARRIBA. PUEDES SER ELEGIBLE PARA UN PRESTAMO POR EL PROGRAMA LLAMADO "HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM" EL CUAL PUEDE SALVAR SU CASA DE LA PERDIDA DEL DERECHO A REDIMIR SU HIPOTECA.

\* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Tammy K. Radel

PROPERTY ADDRESS: 305 Merrill Street, Clearfield PA 16830

LOAN ACCT. NO.: 016-0163931

ORIGINAL LENDER: NBOC 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:

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- 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.

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**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.)

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Other charges (explain/itemize): Late fees of \$43.64

TOTAL AMOUNT PAST DUE: \$1,401.80

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

**HOW TO CURE THE DEFAULT** -- You may cure the default within THIRTY (30) DAYS of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,401.80, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

FIRST COMMONWEALTH BANK

PO BOX 400, FCP-LOWER LEVEL

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 one (1) month 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: **NBOC Bank**

Address: **PO Box 400, Indiana PA 15701**

Phone Number: **1-800-221-8605**

Fax Number: **(724) 463-5665**

Contact Person: **Ray Clawson**

**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**

*(Fill in a list of all Counseling Agencies listed in Appendix C, FOR THE COUNTY in which the property is located, using additional pages if necessary)*



**CLEARFIELD COUNTY**

**Keystone Economic Development  
Corporation**

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

**Indiana County Community  
Action Program**

**827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX # (724) 465-5118**

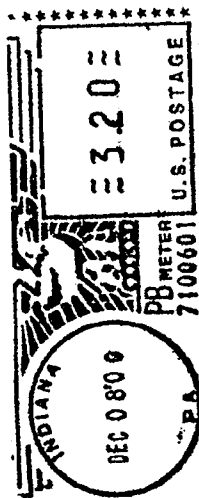
**Consumer Credit Counseling Service  
of Western Pennsylvania, Inc.**

**500-02 3rd Avenue  
P.O. Box 278  
Duncansville, PA 16635  
(814) 696-3546**



# FIRST COMMONWEALTH

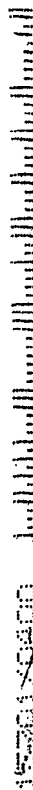
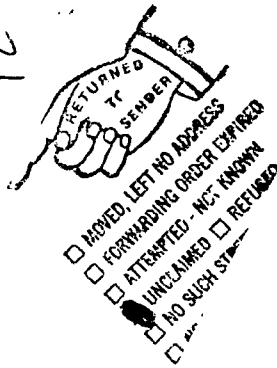
Central Offices  
Philadelphia and Sixth Streets  
Post Office Box 400  
Indiana, Pennsylvania 15701-0400



TRACY H REED  
305 MERRILL STREET  
CLEARFIELD PA 16830



7099 3400 0015 3632 8958

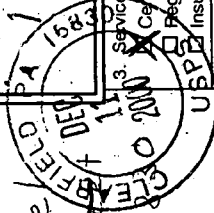


## SENDER: COMPLETE THIS SECTION

- 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:

Tammy K. Radel  
305 Merrill St.  
106 Rear S. 4th St.  
Clearfield, PA 16830



## COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
<input checked="" type="checkbox"/> Signature	<input type="checkbox"/> Agent
<input checked="" type="checkbox"/> Address	<input type="checkbox"/> Addressee
D. Is delivery address different from item 1? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If YES, enter delivery address below:	

3. Service Type	<input type="checkbox"/> Express Mail
<input checked="" type="checkbox"/> Certified Mail	<input checked="" type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Registered	<input type="checkbox"/> C.O.D.
<input type="checkbox"/> Insured Mail	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Article Number (Copy from service label)

7099 3400 0015 3632 8965

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

EXHIBIT "D"

PLACE STICKER AT TOP OF ENVELOPE  
TO THE RIGHT OF RETURN ADDRESS

**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:

Tracy H. Reed  
305 Merrill Street  
Clearfield, PA 16830

2. Article Number (Copy from service label)

8

receipt

102595-00-M-0952

**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

☐ No

If YES, enter delivery address below:

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☒ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

**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:

Tammy K. Rade  
305 Merrill Street  
106 Rear S. 47th St.  
Clearfield, PA 16830

**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

☐ No

If YES, enter delivery address below:

Tammy K. Rade  
106 Rear S. 47th St.

3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☒ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7099 3400 0015 3632 8965

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

ALL those two certain lots or pieces of ground, together with the improvements thereon, situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Being the westerly half of Lot No. 30 in the Plan of West Clearfield, BEGINNING at a post on Merrill Street at the southeast corner of lot No. 31; thence running East along line of Merrill Street twenty-five (25) feet to a post; thence running North one hundred eighty (180) feet to Park Street; thence running West along Park Street twenty-five (25) feet to corner of Lot No. 31, and which lot is now or formerly of Lex K. McCloskey; thence South along Lot No. 31, which is now or formerly of Lex K. McCloskey one hundred eighty (180) feet to Merrill Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Merrill Street on line of Lot No. 30 and fifteen (15) feet west of the division line between Lots 29 and 30; thence West along line of Merrill Street ten (10) feet to corner of lot hereinabove described; thence North one hundred fifty (150) feet, more or less, along line of lot hereinabove described to Park Street; thence East along Park Street ten (10) feet to a post; thence South by line parallel with division line between Lots 29 and 30 one hundred fifty (150) feet, more or less, to the place of beginning.

BEING the same premises conveyed to the Mortgagors by deed dated June 7, 1996 from Kathy L. Beish et al. and recorded with this Mortgage.

This property has Assessment # K-8-208-107.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW  
NO. 01 - 432 - C.D.

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

**FILED**

JUL 11 2001

William A. Shaw  
Prothonotary

LAW OFFICES  
**BLAKLEY, JONES & MOHNEY**  
90 BEAVER DRIVE - BOX 6  
DUBOIS, PA 15801

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

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

: NO. 01 - 532 - C.D.

: TYPE OF CASE: CIVIL

: TYPE OF PLEADING: PRAECIPE FOR  
: DEFAULT JUDGMENT

: FILED ON BEHALF OF: PLAINTIFF

: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE

: SUPREME COURT NO.: 63494

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

**FILED**

JUL 11 2001

William A. Shaw  
Prothonotary

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

NBOC BANK,	:	NO. 01 - 532 - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
TRACY H. REED and	:	
TAMMY K. RADEL,	:	
	:	
Defendants	:	

**PRAECIPE FOR DEFAULT JUDGMENT**

TO: WILLIAM A. SHAW, PROTHONOTARY

Enter judgment in the above captioned action in favor of the Plaintiff and against the Defendants for failure to file an Answer to Plaintiff's Complaint within twenty days of service of the Complaint and assess damages as follows:

1.	Current Balance-	\$45,183.43
2.	Interest payoff-	1,198.85
3.	Late Fees-	109.10
4.	Attorney's Fee-	<u>500.00</u>
	TOTAL:	\$47,791.38

The undersigned certifies that written notice of intention to file this Praecipe for Default Judgment in the form attached hereto was mailed to the Defendants by first class regular mail on

May 18, 2001, as required by Pa. R.C.P. Rule 237.1.

BLAKLEY, JONES & MOHNEY

BY: 

Christopher E. Mohney, Esquire  
Attorney for Plaintiff

I.D. # 63494

90 Beaver Drive, Box 6

Du Bois, PA 15801

(814) 371-2730

NOW this \_\_\_\_\_ day of \_\_\_\_\_, 2001, damages are assessed in the amount  
of \$47,791.38.

\_\_\_\_\_  
William A. Shaw, Prothonotary



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

NBOC BANK, : NO. 01 - 531 - C.D.  
 :  
Plaintiff :  
 :  
VS. :  
 :  
TRACY H. REED and :  
TAMMY K. RADEL, :  
 :  
Defendants :

TO: TRACY H. REED  
305 Merrill Street  
Clearfield, PA 16830

DATE OF NOTICE: MAY 18, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

BLAKLEY, JONES & MOHNEY



Christopher E. Mohnney, Esquire  
Attorney for Plaintiff  
I.D. # 63494  
90 Beaver Drive, Box 6  
Du Bois, PA 15801  
(814) 371-2730

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

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

NO. 01 - 532 - C.D.

TO: TAMMY K. RADEL  
106 Rear South Fourth Street  
Clearfield, PA 16830


DATE OF NOTICE: MAY 18, 2001

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

COURT ADMINISTRATOR  
CLEARFIELD COUNTY COURTHOUSE  
1 NORTH SECOND STREET  
CLEARFIELD, PA 16830  
(814) 765-2641

BLAKLEY, JONES & MOHNEY

  
\_\_\_\_\_  
Christopher E. Mohny, Esquire  
Attorney for Plaintiff  
I.D. # 63494  
90 Beaver Drive, Box 6  
Du Bois, PA 15801  
(814) 371-2730

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
BLAKLEY, JONES & MOHNEY			
90 BEAVER DRIVE, BOX 6			
DU BOIS, PA 15801			
One piece of ordinary mail addressed to:			
TRACY H. REED			
305 MERRILL STREET			
CLEARFIELD, PA 16830			

Affix fee here in stamps  
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 1 4 7  
 3 8 2 4  
 7 4 7 4  
 1 5 8 0  
 UNITED STATES POSTAGE  
 MAILED FROM  
 ST. LOUIS, MO.  
 PB 8513700  
 MAY 18 01  
 15801

PS Form 3817, Mar. 1989

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

Received From:

BLAKLEY, JONES & MOHNEY  
90 BEAVER DRIVE, BOX 6  
DU BOIS, PA 15801

One piece of ordinary mail addressed to:

TAMMY K. RADEL  
106 REAR SOUTH FOURTH STREET  
CLEARFIELD, PA 16830

DUBOIS

Affirmation or Postage fee.

157  
3834  
7473

158  
00-75651  
MAY 18 01  
6PB8513700  
15801

UNITED STATES POSTAGE

MAY 18 01

PAID PERMIT NO. 15801 PA

PS Form 3817, Mar. 1989

COPY

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

NBOC Bank  
Plaintiff(s)

No.: 2001-00532-CD

Real Debt: \$47,791.38

Atty's Comm:

Vs.

Costs: \$

Int. From:

Tracy Reed  
Tammy K. Radel  
Defendant(s)

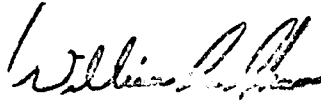
Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 11, 2001

Expires: July 11, 2006

Certified from the record this July 11, 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  
CIVIL ACTION - LAW

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

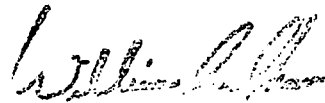
NO. 01 - 532 - C.D.

COPY

NOTICE is given that JUDGMENT in the above-captioned matter has been entered against  
you in the amount of \$47,791.38 on July 11<sup>th</sup>, 2001.

William A. Shaw, Prothonotary

By:



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

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

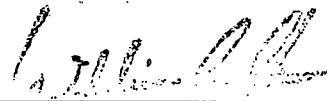
NO. 01 - 532 - C.D.

COPY

NOTICE is given that JUDGMENT in the above-captioned matter has been entered against  
you in the amount of \$47,791.38 on July 11<sup>th</sup>, 2001.

William A. Shaw, Prothonotary

By:



IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW  
NO. 01 - 532 - C.D.

NBOC BANK,

Plaintiff

vs.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

PRAECIPE FOR  
WRIT OF EXECUTION

**FILED**

JUL 19 2001

W. A. Shaw  
William A. Shaw  
Prothonotary

PD \$20.00

Writs Shaw  
8/14

LAW OFFICES  
**BLAKLEY, JONES & MOHNEY**  
90 BEAVER DRIVE - BOX 6  
DUBOIS, PA 15801

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

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

: NO. 01 - 532 - C.D.  
:

: TYPE OF CASE: CIVIL  
:

: TYPE OF PLEADING: PRAECIPE FOR  
: WRIT OF EXECUTION  
:

: FILED ON BEHALF OF: PLAINTIFF  
:

: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:

: SUPREME COURT NO.: 63494  
:

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

**FILED**

JUL 19 2001

William A. Shaw  
Prothonotary



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

NBOC BANK,	:	NO. 01 - 532 - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
TRACY H. REED and	:	
TAMMY K. RADEL,	:	
	:	
Defendants	:	

**PRAECIPE FOR WRIT OF EXECUTION**

TO: WILLIAM A. SHAW, PROTHONOTARY

Issue Writ of Execution in the above matter:

1. Directed to the Sheriff of Clearfield County;
2. Against the Defendants in the above captioned matter;
3. And index this Writ against the Defendants and as a Lis Pendens against real

property of the Defendants described on Schedule A attached hereto:

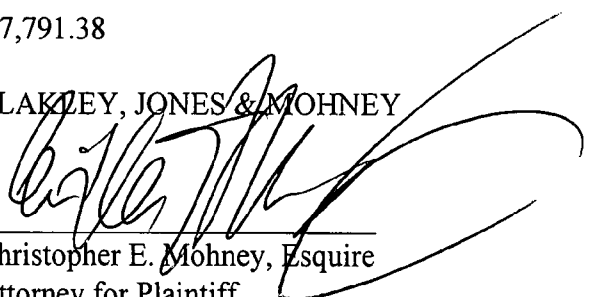
4. Amount due: \$ 47,791.38

5. Costs: \$ 100.00

Total: \$ 47,791.38

BLAKLEY, JONES & MOHNEY

BY:

  
\_\_\_\_\_  
Christopher E. Mohney, Esquire  
Attorney for Plaintiff

ALL those two certain lots or pieces of ground, together with the improvements thereon, situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Being the westerly half of Lot No. 30 in the Plan of West Clearfield, BEGINNING at a post on Merrill Street at the southeast corner of lot No. 31; thence running East along line of Merrill Street twenty-five (25) feet to a post; thence running North one hundred eighty (180) feet to Park Street; thence running West along Park Street twenty-five (25) feet to corner of Lot No. 31, and which lot is now or formerly of Lex K. McCloskey; thence South along Lot No. 31, which is now or formerly of Lex K. McCloskey one hundred eighty (180) feet to Merrill Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Merrill Street on line of Lot No. 30 and fifteen (15) feet west of the division line between Lots 29 and 30; thence West along line of Merrill Street ten (10) feet to corner of lot hereinabove described; thence North one hundred fifty (150) feet, more or less, along line of lot hereinabove described to Park Street; thence East along Park Street ten (10) feet to a post; thence South by line parallel with division line between Lots 29 and 30 one hundred fifty (150) feet, more or less, to the place of beginning.

BEING the same premises conveyed to the Mortgagors by deed dated June 7, 1996 from Kathy L. Beish et al. and recorded with this Mortgage.

This property has Assessment # K-8-208-107.

007

Plaintiff

TRACY H. REED and  
TAMMY K. RADEL,

1.  $\frac{1}{2}$      2.  $\frac{1}{3}$      3.  $\frac{1}{4}$      4.  $\frac{1}{5}$      5.  $\frac{1}{6}$      6.  $\frac{1}{7}$      7.  $\frac{1}{8}$      8.  $\frac{1}{9}$      9.  $\frac{1}{10}$      10.  $\frac{1}{11}$

**WRIT OF EXECUTION**

COMMONWEALTH OF PENNSYLVANIA :  
 : SS.  
COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon  
and sell the property described on Schedule A attached hereto.

Amount due: \$47,791.38

Costs: \$ 120.00

Total: \$47,791.38

Will. A. A.

William A. Shaw, Prothonotary

DATE: 8.19.01

ALL those two certain lots or pieces of ground, together with the improvements thereon, situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Being the westerly half of Lot No. 30 in the Plan of West Clearfield, BEGINNING at a post on Merrill Street at the southeast corner of lot No. 31; thence running East along line of Merrill Street twenty-five (25) feet to a post; thence running North one hundred eighty (180) feet to Park Street; thence running West along Park Street twenty-five (25) feet to corner of Lot No. 31, and which lot is now or formerly of Lex K. McCloskey; thence South along Lot No. 31, which is now or formerly of Lex K. McCloskey one hundred eighty (180) feet to Merrill Street and place of beginning.

THE SECOND THEREOF: BEGINNING at a point on Merrill Street on line of Lot No. 30 and fifteen (15) feet west of the division line between Lots 29 and 30; thence West along line of Merrill Street ten (10) feet to corner of lot hereinabove described; thence North one hundred fifty (150) feet, more or less, along line of lot hereinabove described to Park Street; thence East along Park Street ten (10) feet to a post; thence South by line parallel with division line between Lots 29 and 30 one hundred fifty (150) feet, more or less, to the place of beginning.

BEING the same premises conveyed to the Mortgagors by deed dated June 7, 1996 from Kathy L. Beish et al. and recorded with this Mortgage.

This property has Assessment # K-8-208-107.

IN THE COURT OF COMMON PLEAS OF  
CLEARFIELD COUNTY, PENNSYLVANIA  
CIVIL ACTION - LAW  
NO. 01 - 532 - C.D.

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

AFFIDAVIT OF SERVICE  
PURSUANT TO PA R.C.P.  
RULE 3129.2

**FILED**

AUG 07 2001  
01:15 PM

William A. Shaw  
Prothonotary *WAS*

LAW OFFICES  
**BLAKLEY, JONES & MOHNEY**  
90 BEAVER DRIVE - BOX 6  
DUBOIS, PA 15801

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

NBOC BANK,

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

: NO. 01 - 532 - C.D.  
:

: TYPE OF CASE: MORTGAGE  
: FORECLOSURE  
:

: TYPE OF PLEADING: AFFIDAVIT OF  
: SERVICE PURSUANT TO PA R.C.P.  
: RULE 3129.2  
:

: FILED ON BEHALF OF: PLAINTIFF  
:

: COUNSEL OF RECORD:  
: CHRISTOPHER E. MOHNEY, ESQUIRE  
:

: SUPREME COURT NO.: 63494  
:

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

FILED

AUG 02 2001

W. A. Shaw  
Prothonotary

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

NBOC BANK,	:	NO. 01 - 532 - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
TRACY H. REED and	:	
TAMMY K. RADEL,	:	
Defendants	:	

**AFFIDAVIT OF SERVICE PURSUANT TO PA. R.C.P. RULE 3129.2**

*COMMONWEALTH OF PENNSYLVANIA* :  
: SS.  
*COUNTY OF CLEARFIELD* :

**CHRISTOPHER E. MOHNEY**, being duly sworn according to law, deposes and says that as attorney for Plaintiff **NBOC BANK** in the above captioned action he did serve notice of the scheduled Sheriff's Sale of the real property which is the subject of the above captioned mortgage foreclosure action by mailing handbills, copy attached hereto, to the Defendants by certified mail, return receipt requested, restricted delivery, as evidenced by the return receipt attached hereto, and to all other parties in interest listed below by ordinary mail at the addresses set forth below with the return address of Plaintiff's counsel appearing thereon as evidenced by the U.S. Postal service Form 3817 Certificates of Mailings attached hereto on August 2, 2001.

TRACY H. REED  
305 Merrill Street  
Clearfield, PA 16830

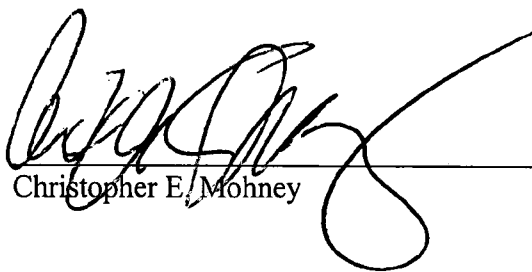
TAMMY K. RADEL  
106 Rear Fourth Street  
Clearfield, PA 16830

NBOC BANK  
1800 Daisy Street  
Clearfield, PA 16830

FIRSTPLUS FINANCIAL, INC.  
1600 Viceroy Drive  
Dallas, TX 75235

CLEARFIELD COUNTY TAX  
TAX CLAIM BUREAU  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

CHRIS CRAGO  
TAX COLLECTOR  
138 West Market Street  
Clearfield, PA 16830



Christopher E. Mohnhey

*SWORN TO and SUBSCRIBED*

*before me this 2nd day*

*of August, 2001.*

*Kristin D. Duttry*  
*Notary Public*

Notarial Seal  
Kristin D. Duttry, Notary Public  
DuBois, Clearfield County  
My Commission Expires Jan. 30, 2003



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

NBOC BANK,	:	NO. 01 - 532 - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
TRACY H. REED and	:	
TAMMY K. RADEL,	:	
Defendants	:	

**PLAINTIFF'S WRITTEN NOTICE OF SALE OF REAL PROPERTY**  
**BY THE SHERIFF OF CLEARFIELD COUNTY**  
**PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TRACY H. REED  
305 Merrill Street  
Clearfield, PA 16830

TAMMY K. RADEL  
106 Rear Fourth Street  
Clearfield, PA 16830

NBOC BANK  
1800 Daisy Street  
Clearfield, PA 16830

FIRSTPLUS FINANCIAL, INC.  
1600 Viceroy Drive  
Dallas, TX 75235


CLEARFIELD COUNTY TAX  
TAX CLAIM BUREAU  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

CHRIS CRAGO  
TAX COLLECTOR  
138 West Market Street  
Clearfield, PA 16830

NOTICE is given that pursuant to a Writ of Execution in the above matter, the Sheriff of Clearfield County, Chester A. Hawkins, will expose at public sale at the Clearfield County Courthouse, Clearfield, Pennsylvania, the real estate described in the attached Sheriff's Handbill, Exhibit "A" on the 5<sup>th</sup> day of October, 2001, at 10:00 a.m..

The terms of this sale are set forth in the attached Sheriff's Handbill, Exhibit "A" which you are instructed to read.

Date: 8/2/01

  
\_\_\_\_\_  
Christopher E. Mohny, Esquire  
Attorney for Plaintiff

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

NBOC BANK.	:	NO. 01 - 532 - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
TRACY H. REED and	:	
TAMMY K. RADEL,	:	
	:	
Defendants	:	

**NOTICE OF SHERIFF'S SALE OF REAL ESTATE**

**PURSUANT TO PENNSYLVANIA RULE OF CIVIL PROCEDURE 3129.2**

TO: TRACY H. REED  
305 Merrill Street  
Clearfield, PA 16830

TAMMY K. RADEL  
106 Rear Fourth Street  
Clearfield, PA 16830

NBOC BANK  
1800 Daisy Street  
Clearfield, PA 16830

FIRSTPLUS FINANCIAL, INC.  
1600 Viceroy Drive  
Dallas, TX 75235

CLEARFIELD COUNTY TAX  
TAX CLAIM BUREAU  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, PA 16830

CHRIS CRAGO  
TAX COLLECTOR  
138 West Market Street  
Clearfield, PA 16830

TAKE NOTICE that by virtue of the above Writ of Execution issued of the Court of Common Pleas of Clearfield County, Pennsylvania, and to the Sheriff of Clearfield County, directed, there will be exposed to Public Sale in the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania, on FRIDAY, OCTOBER 5, 2001 at 10:00 o'clock A.M., the following described

**EXHIBIT "A"**

real estate of which TRACY H. REED and TAMMY K. RADEL are the reputed owners:

See Schedule A attached hereto.

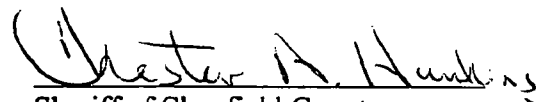
The said Writ of Execution was issued on a judgment in mortgage foreclosure action of NBOC BANK vs. TRACY H. REED and TAMMY K. RADEL at No. 01-532-C.D. in the amount of \$ 47,791.38.

Claims against property must be filed at the Office of the Sheriff before above sale date.

Claims to proceeds must be made with the Office of the Sheriff before distribution.

Schedule of Distribution will be filed with the Office of the Sheriff on MONDAY, OCTOBER 8,  
2001.

Exceptions to Distribution of a Petition to Set Aside the Sale must be filed with the Office of the Sheriff no later than ten (10) days from the date when Schedule of Distribution is filed in the Office of the Sheriff.

  
Sheriff of Clearfield County  
by Margaret H. Pratt

ALL those two certain lots or pieces of ground, together with the improvements thereon, situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

THE FIRST THEREOF: Being the westerly half of Lot No. 30 in the Plan of West Clearfield, BEGINNING at a post on Merrill Street at the southeast corner of lot No. 31; thence running East along line of Merrill Street twenty-five (25) feet to a post; thence running North one hundred eighty (180) feet to Park Street; thence running West along Park Street twenty-five (25) feet to corner of Lot No. 31, and which lot is now or formerly of Lex K. McCloskey; thence South along Lot No. 31, which is now or formerly of Lex K. McCloskey one hundred eighty (180) feet to Merrill Street and place of beginning.

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BEING the same premises conveyed to the Mortgagors by deed dated June 7, 1996 from Kathy L. Beish et al. and recorded with this Mortgage.

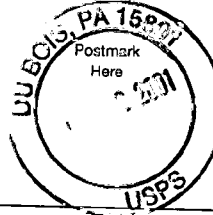
This property has Assessment # K-8-208-107.

SEIZED, taken in execution to be sold as the property of TRACY H. REED AND TAMMY K. RADEL, at the suit of NBOC BANK. JUDGMENT NO. 01-532-CD.

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

TRACY H. REED

Postage	\$ .57 .34
Certified Fee	210 1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	320 2.75
<b>Total Postage &amp; Fees</b>	<b>\$37 6.49</b>



Sent To  
**TRACY H. REED**  
 Street, Apt. No., or PO Box No.  
**305 MERRILL STREET**  
 City, State, ZIP+4  
**CLEARFIELD, PA 16830**

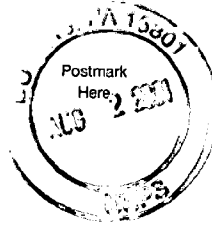
PS Form 3800, May 2000

See Reverse for Instructions

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

TAMMY K. RADEL

Postage	\$ .34
Certified Fee	210 1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	320 2.75
<b>Total Postage &amp; Fees</b>	<b>\$37 6.49</b>



Sent To  
**TAMMY K. RADEL**  
 Street, Apt. No., or PO Box No.  
**106 REAR FOURTH STREET**  
 City, State, ZIP+4  
**CLEARFIELD, PA 16830**

PS Form 3800, May 2000

See Reverse for Instructions

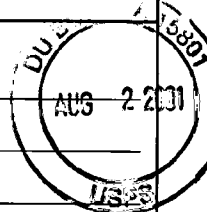
**U.S. POSTAL SERVICE**  
**CERTIFICATE OF MAILING**  
 MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT  
 PROVIDE FOR INSURANCE—POSTMASTER

Received From:

**BLAKLEY, JONES & MOHNEY**  
**9C BEAVER DRIVE, BOX 6**  
**DU BOIS, PA 15801**

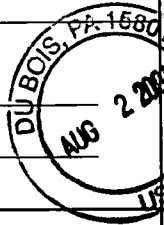
One piece of ordinary mail addressed to:

**NBOC BANK**  
**1800 DAISY STREET**  
**CLEARFIELD, PA 16830**



Affix Postage Here  
 196 388 40 00.750  
 2063  
 MAILED FROM DU BOIS, PA 15801  
 AUG 02 01  
 PB8513700  
 UNITED STATES POSTAL SERVICE

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
BLAKLEY, JONES & MOHNEY	
90 BEAVER DRIVE, BOX 6	
DU BOIS, PA 15801	
One piece of ordinary mail addressed to:	
FIRSTPLUS FINANCIAL, INC.	
1600 VICEROY DRIVE	
DALLAS, TX 75235	



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Affix  
or  
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3844  
9064

122  
3824  
9062

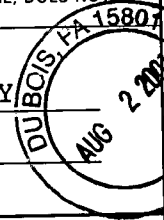
UNITED STATES POSTAGE

PB8513700  
AUG 02 01  
15801

MAILED FROM DU BOIS PA 15801

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
BLAKLEY, JONES & MOHNEY	
90 BEAVER DRIVE, BOX 6	
DU BOIS, PA 15801	
One piece of ordinary mail addressed to:	
CLEARFIELD COUNTY TAX CLAIM BUREAU	
CLEARFIELD COUNTY COURTHOUSE	
1 NORTH SECOND STREET	
CLEARFIELD, PA 16830	



Affix  
or  
post  
Po:  
fee

122  
3824  
9062

UNITED STATES POSTAGE

PB8513700  
AUG 02 01  
15801

MAILED FROM DU BOIS PA 15801

PS Form 3817, Mar. 1989

U.S. POSTAL SERVICE	<b>CERTIFICATE OF MAILING</b>
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	
BLAKLEY, JONES & MOHNEY	
90 BEAVER DRIVE, BOX 6	
DU BOIS, PA 15801	
One piece of ordinary mail addressed to:	
CHRIS CRAGO	
TAX COLLECTOR	
138 WEST MARKET STREET	
CLEARFIELD, PA 16830	



Affix  
or  
post  
Po:  
fee

110  
3874  
9061

UNITED STATES POSTAGE

PB8513700  
AUG 02 01  
15801

MAILED FROM DU BOIS PA 15801

PS Form 3817, Mar. 1989

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

NBOC BANK,

NO. 01 - 532 - C.D.

Plaintiff

VS.

TRACY H. REED and  
TAMMY K. RADEL,

Defendants

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :

SS.

COUNTY OF CLEARFIELD :

TO: THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon  
and sell the property described on Schedule A attached hereto.

Amount due: \$47,791.38

RECEIVED

Costs: \$ 120.00

JUL 19 2001

Total: \$47,791.38

@ 3:40 PM  
Chester A. Hanks  
by Margaret N. Pitt



William A. Shaw, Prothonotary

DATE: 8.19.01



ALL those two certain lots or pieces of ground, together with the improvements thereon, situate in the Third Ward of the Borough of Clearfield, County of Clearfield and State of Pennsylvania, bounded and described as follows:

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BEING the same premises conveyed to the Mortgagors by deed dated June 7, 1996 from Kathy L. Beish et al. and recorded with this Mortgage.

This property has Assessment # K-8-208-107.

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

Sheriff Docket # 11295

\*NBOC BANK

VS.

REED, TRACY H. 01-532-CD

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, JULY 26, 2001, A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANT

NOW, JULY 27, 2001, AT 2:45 PM O'CLOCK PROPERTY OF THE DEFENDANTS  
WAS POSTED.

A SALE IS SET FOR FRIDAY, OCTOBER 5, 2001, AT 10:00 AM O'CLOCK .

NOW, JULY 27, 2001, AT 2:25 PM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON TAMMY K. RADEL, DEFENDANT,  
AT HER PLACE OF EMPLOYMENT, RD #1, CURWENSVILLE, (BRESSLER COAL),  
CLEARFIELD COUNTY, PENNSYLVANIA, 16833, BY HANDING TO TAMMY K.  
RADEL, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT  
OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO  
HER THE CONTENTS THEREOF.

NOW, JULY 31, 2001, AT 10:05 AM O'CLOCK SERVED WRIT OF EXECUTION,  
NOTICE OF SALE AND COPY OF LEVY ON TRACY H. REED, DEFENDANT,  
AT HIS PLACE OF RESIDENCE, SWISH SWASH, DAISY STREET, APT #5,  
CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 16830, BY HANDING TO  
TRACY H. REED, DEFENDANT, A TRUE AND ATTESTED COPY OF THE  
ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND  
MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, OCTOBER 5, 2001, A SALE WAS HELD ON THE PROPERTY OF THE  
DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE  
(\$1.00) DOLLAR PLUS COSTS.

NOW, OCTOBER 25, 2001, RECEIVED PLAINTIFF CHECK #046029 IN THE AMOUNT  
OF TWO THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS AND EIGHTY-SEVEN  
CENTS (\$2,137.87) FOR COSTS DUE ON PROPERTY.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11295

NBOC BANK

vs.

REED, TRACY H. 01-532-CD

WRIT OF EXECUTION

REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 26, 2001, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE (\$1.00) DOLLAR PLUS COSTS. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS, DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$227.08

SURCHARGE \$ 40.00

PAID BY PLAINTIFF

Sworn to Before Me This

26th Day Of October, 2001

J. Kendrick

Deputy Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co. Clearfield, PA.

So Answers,

Chester A. Hawkins  
by Margaret H. Pitt

Chester A. Hawkins  
Sheriff

FILED

OCT 26 2001

CLAS/Ingr  
William A. Shaw  
Prothonotary

WAS

# Expense Check



FIRST COMMONWEALTH BANK

Member FDIC

046029

046029

Date 10/19/01

For NACE CR-45 REED & RADFL

Pay THE THOUSAND ONE HUNDRED THIRTY SEVEN AND 87/100 DOLLARS

\$ 1,411.87

NBOC Bank

Central Offices, Indiana, Pennsylvania

To the order of SHERIFF OF CLERMONT COUNTY

*[Signature]*

046029 043306826 01 1312612 31

Ex-11295

COPY

REAL ESTATE SALE

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, OCTOBER 8, 2001, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice 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 5th day of OCTOBER 2001, I exposed the within described real estate of TRACEY H. REED AND TAMMY K. RADEL

to public venue or outcry at which time and place I sold the same to NBOC  
he/she being the highest bidder, for the sum of \$ 1.00 + COSTS  
and made the following appropriations, viz.:

## SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		2.00
LEVY		15.00
MILEAGE		2.00
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE		4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		15.00
ADD'L MILEAGE		4.00
ADD'L LEVY		15.00
BID AMOUNT		
RETURNS/DEPUTIZE		
COPIES / BILLING		15.00
BILLING - PHONE - FAX		
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>227.08</b>

## DEED COSTS:

REGISTER & RECORDER	\$	15.50
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		
<b>TOTAL DEED COSTS</b>		<b>20.50</b>

## DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 47,791.38
INTEREST	
<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$ 47,791.38</b>

## COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION		
ADVERTISING		277.95
LATE CHARGES & FEES		1,081.28
TAXES-Collector		1,190.01
TAXES-Tax Claim		
COSTS OF SUIT-To Be Added		
LIST OF LIENS		
MORTGAGE SEARCH		140.00
ACKNOWLEDGEMENT		
DEED COSTS		20.50
ATTORNEY COMMISSION		227.08
SHERIFF COSTS	\$	81.00
LEGAL JOURNAL AD		
REFUND OF ADVANCE		
REFUND OF SURCHARGE		
PROTHONOTARY		\$ 120.00

**TOTAL COSTS** \$ **3,017.87**

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

Chester A. Hawkins, Sheriff