

01-847-CU
FIRST COMMONWEALTH BANK & /K/a -vs- NANCY K. SWEEP et al
DEPOSIT BANK

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff

vs.

NANCY K. SWEEP, a/k/a NANCY
KAY SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CO

COMPLAINT IN
MORTGAGE FORECLOSURE

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

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

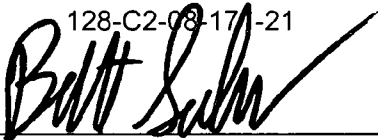
Section 8, Lots 168, 169, 170, 171
Treasure Lake
DuBois, Pennsylvania 15801
Tax Parcel I.D. Nos.:

128-C2-08-168-21

128-C2-08-169-21

128-C2-08-170-21

128-C2-08-171-21



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

FILED

JUN 01 2001

William A. Shaw
Prothonotary

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

VS.

NANCY K. SWEEP, a/k/a NANCY
KAY SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No.

IMPORTANT NOTICE

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. _____
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY)	
KAY SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 601, Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.

2. Defendants, Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney, ("Borrowers") are adult individuals whose last known address is R.D. #2, Box 363, Brockway, Pennsylvania 15824-9416.

3. On or about January 11, 1999, Borrowers executed and delivered a Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$91,500.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

4. The obligations evidenced by the Note are secured by a Mortgage dated January 11, 1999 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security interest in certain real property located in Sandy Township, Clearfield County, Pennsylvania 15801 (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") at Instrument Number 199900355. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

5. The Borrowers are in default of the provisions of the Note and Mortgage for failure to make payments when due.

6. The Defendants are the real and record owners of the Premises.

7. There has been no assignment, release or transfer of the Note or Mortgage.

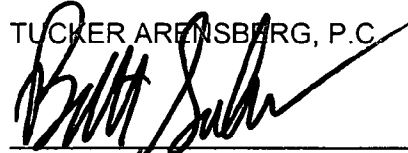
8. On or about June 1, 2000, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). True and correct copies of the notices marked as Exhibit "C" are attached hereto and incorporated herein.

9. The amount due Bank under the Note and Mortgage as of April 19, 2001 is as follows:

Principal	\$88,329.45
Interest through April 19, 2001 (per diem \$19.6624)	7,829.61
Escrow Due	2,499.58
Costs	to be added
Attorney's Fees	<u>to be added</u>
TOTAL	\$98,658.64

11. The total amount now due to the Bank under the Note and Mortgage of April 19, 2001 was Ninety Eight Thousand Six Hundred Fifty Eight and 64/100 Dollars (\$98,658.64), plus interest accruing from April 19, 2001 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Ninety Eight Thousand Six Hundred Fifty Eight and 64/100 Dollars (\$98,658.64), plus continuing interest at the contract rate from April 19, 2001, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.


Christopher J. Richardson, Esquire
Pa. I.D. No. 44841
Brett A. Solomon, Esquire
Pa. I.D. No. 83746
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank
f/k/a Deposit Bank

150020.1:BF
17950-26434

NOTE

(Biweekly Payments—Fixed Rate—Without Conversion)

January 11, 1999

DuBois, Pennsylvania

Sect 8 Lots 168,169,170,171 Treasure LK, DuBois, Pennsylvania, 15801
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$91,500.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Deposit Bank, a division of First Commonwealth Bank. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.125%. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on February 3, 1999. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on July 29, 2015, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my biweekly payments at Deposit Bank, a division of First Commonwealth Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$385.01.

(C) Manner of Payment

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

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

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my biweekly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any biweekly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each biweekly payment on the date it is due, I will be in default. I also will be in default if I do not maintain the account I am required to maintain under Section 3(C) above.

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

EXHIBIT

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A

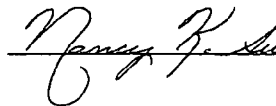
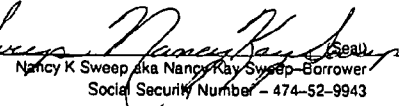
10. UNIFORM SECURED NOTE

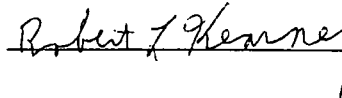
This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses 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.

 
Nancy K Sweep aka Nancy Kay Sweep-Borrower
Social Security Number - 474-52-9943

 (Seal)
Robert L Kearney-Borrower
Social Security Number - 171-32-7310

(Seal)
-Borrower
Social Security Number - _____

[Sign Original Only]

RECORDATION REQUESTED BY:

Deposit Bank, a division of First Commonwealth Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank, a division of First Commonwealth Bank
2 East Long Avenue
PO Box 607A
DuBois, PA 15801

SEND TAX NOTICES TO:

Nancy K Sweep aka Nancy Kay Sweep and Robert L Kearney
93 Treasure Lake
DuBois, PA 15801

KAREN L. STARK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania
INSTRUMENT NUMBER
199900355
RECORDED ON
Jan 11, 1999
1:24:55 PM
RECORDING FEES - \$19.00
RECORDER
COUNTY IMPROVEMENT \$1.00
FUND
RECORD
IMPROVEMENT FUND \$1.00
STATE WRIT TAX \$0.50
TOTAL \$21.50

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on January 11, 1999. The mortgagor is Nancy K Sweep aka Nancy Kay Sweep and Robert L Kearney, HUSBAND AND WIFE ("Borrower"). This Security Instrument is given to Deposit Bank, a division of First Commonwealth Bank, which is organized and existing under the laws of the Commonwealth of Pennsylvania and whose address is 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 ("Lender"). Borrower owes Lender the principal sum of Ninety One Thousand Five Hundred & 00/100 Dollars (U.S. \$91,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on July 29, 2015. 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:

SEE ATTACHED EXHIBIT "A".

which has the address of Sect 8 Lots 168,169,170,171 Treasure LK, DuBois, Pennsylvania 15801 ("Property Address");

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

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

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

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

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

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

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EXHIBIT

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

ALL those four certain tracts of land designated as Section 8, Lot 168, Lot 169, Lot 170 and Lot 171 (Santa Catalina), in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

EXCEPTING AND RESERVING therefrom and subject to:

1. All easements, rights of way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476, as amended, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

As to Lot No. 168 and Lot No. 169, **BEING** the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by Deeds of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992, and recorded on December 8, 1992, in Clearfield County Deed and Records Book 1502, page 196, and Deed and Records Book 1502, page 184.

As to Lot No. 170 and Lot No. 171, **BEING** the same premises which became vested in the Robert L. Kearney and Nancy Kay Sweep, husband and wife, by Deed of Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, dated January 5, 1999, not yet recorded but intended to be recorded contemporaneously with this Mortgage.

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 checked="" type="checkbox"/> Planned Unit Development Rider | <input checked="" 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:

Susan M. Suckes
Susan M. Suckes

Nancy K Sweep aka Nancy Kay Sweep (Seal)
Nancy K Sweep aka Nancy Kay Sweep-Borrower
Robert L Kearney (Seal)
Robert L Kearney-Borrower

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, a division of First Commonwealth Bank, herein is as follows:

2 East Long Avenue, PO Box 607A, DuBois, PA 15801

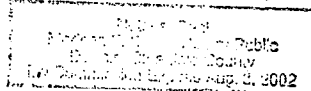
Steve D. Selmer
Attorney or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF PENNSYLVANIA)
) SS
COUNTY OF CLEARFIELD)

On this, the 11th day of January, 19 99, before me Marlene E. Duttry, the undersigned Notary Public, personally appeared Nancy K Sweep aka Nancy Kay Sweep and Robert L Kearney, 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.



Marlene E. Duttry
Notary Public in and for the State of Pennsylvania

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11th day of January, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Deposit Bank, a division of First Commonwealth Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

Sect 8 Lots 168,169,170,171 Treasure LK, DuBois, Pennsylvania 15801

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in "Conditions, Covenants and Restrictions for Happy Valley Planned Unit Development." (the "Declaration"). The Property is a part of a planned unit development known as:

Treasure Lake

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

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

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and

(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

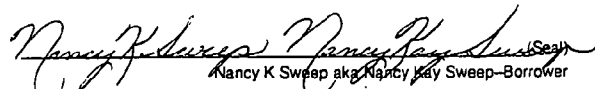
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;

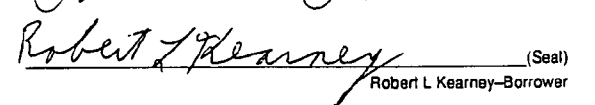
(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.


Nancy K Sweep aka Nancy Kay Sweep-Borrower (Seal)


Robert L Kearney-Borrower (Seal)

BIWEEKLY PAYMENT RIDER
(Fixed Rate – Without Conversion)

THIS BIWEEKLY PAYMENT RIDER is made this 11th day of January, 1999, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to Deposit Bank, a division of First Commonwealth Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

Sect 8 Lots 168,169,170,171 Treasure LK, DuBois, Pennsylvania, 15801
[Property Address]

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

A. BIWEEKLY PAYMENTS

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

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every fourteen days (the "biweekly payments"), beginning on February 3, 1999. I will make the biweekly payments every fourteen days until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My biweekly payments will be applied to interest before principal. If, on July 29, 2015 I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my biweekly payments at Deposit Bank, a division of First Commonwealth Bank, 2 East Long Avenue, PO Box 607A, DuBois, PA 15801 or at a different place if required by the Note Holder.

(B) Amount of Biweekly Payments

My biweekly payment will be in the amount of U.S. \$386.01.

(C) Manner of Payment

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

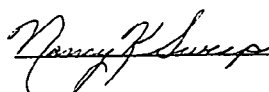
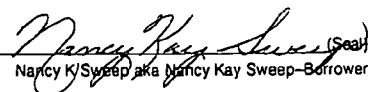
I understand that the Note Holder, or an entity acting for the Note Holder, may deduct the amount of my biweekly payment from the account to pay the Note Holder for each biweekly payment on the date it is due until I have paid all amounts owed under this Note.

B. BIWEEKLY PAYMENT AMENDMENTS TO THE SECURITY INSTRUMENT

The Security Instrument is amended as follows:

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

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

  (Seal)
Nancy K/Sweep aka Nancy Kay Sweep-Borrower

 (Seal)
Robert L. Kearney-Borrower

Date: June 1, 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): Nancy K. Sweep AKA Nancy Kay Sweep

PROPERTY ADDRESS: Sec. 8 Lots 168, 169, 170, 171 Treasure Lake, DuBois, PA 15801

LOAN ACCT. NO.: 012-1200792

ORIGINAL LENDER: Deposit

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

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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: Sec. 8 Lots 168, 169, 170, 171 Treasure Lake, DuBois, PA 15801

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: March 29, 2000 through May 24, 2000 totaling \$2,405.75

Other charges (explain/itemize): Late fees of \$77.20

TOTAL AMOUNT PAST DUE: \$2,482.95

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 \$2,482.95, 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, ECP-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: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

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: June 1, 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): Robert L. Kearney

PROPERTY ADDRESS: Sec. 8 Lots 168, 169, 170, 171 Treasure Lake, DuBois, PA 15801

LOAN ACCT. NO.: 012-1200792

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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

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

- IF YOUR DEFAULT HAS BEEN CAUSED BY CIRCUMSTANCES BEYOND YOUR CONTROL,
- IF YOU HAVE A REASONABLE PROSPECT OF BEING ABLE TO PAY YOUR MORTGAGE PAYMENTS, AND
- IF YOU MEET OTHER ELIGIBILITY REQUIREMENTS ESTABLISHED BY THE PENNSYLVANIA HOUSING FINANCE AGENCY.

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

CONSUMER CREDIT COUNSELING AGENCIES -- If you meet with one of the consumer credit counseling 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: Sec. 8 Lots 168, 169, 170, 171 Treasure Lake, DuBois, PA 15801

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: March 29, 2000 through May 24, 2000 totaling \$2,405.75

Other charges (explain/itemize): Late fees of \$77.20

TOTAL AMOUNT PAST DUE: \$2,482.95

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 \$2,482.95, 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

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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.

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Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

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.

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Corporation

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FAX # (814) 539-1688

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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

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

Article Sent To:
 Nancy K. Sweep / ATTN: Ann Chiappelli
 AKA Nancy Kay Sweep

Postage \$ 1.55

Certified Fee 1.40

Return Receipt Fee (Endorsement Required) 1.25

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$ 3.20

Name (Please Print Clearly) (to be completed by mailer)
 Nancy K. Sweep AKA Nancy Kay Sweep

Street, Apt. No., or PO Box No.
 93 Treasure Lake

City, State, ZIP+4
 DuBois PA 15801

PS Form 3800, July 1999 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Nancy K Sweep
 AKA Nancy Kay Sweep
 93 Treasure Lake
 DuBois, PA 15801

2. Article Number (Copy from service label)
 7099340000885061806

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) Robert L. Kearney
 B. Date of Delivery 6-13-00

C. Signature x Robert L. Kearney ☐ Agent ☒ Addressee

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

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

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

Article Sent To:

Robert L Kearney / ATTN: Ann Chiappelli

Postage \$ 1.55

Certified Fee 1.40

Return Receipt Fee (Endorsement Required) 1.25

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$ 3.20

Postmark
Here

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

Robert L. Kearney

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

93 Treasure Lake

City, State, ZIP+4

DuBois, PA 15801

PS Form 3800, July 1999

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:

Robert L Kearney
93 Treasure Lake
DuBois, PA 15801

COMPLETE THIS SECTION ON DELIVERY

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

Robert L. Kearney 6-13-00

C. Signature

Robert L. Kearney ☐ Agent ☒ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

70993400000885061813

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

VERIFICATION

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

A handwritten signature in black ink, appearing to read 'David B. Hepler', is written over a horizontal line.

David B. Hepler
Vice President, Credit Administration
First Commonwealth Bank

FILED

JUN 01 2001
10:31 AM
William A. Shaw
Prothonotary

Richardson

\$2,880.00

McC Sherry

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY
KAY SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01 - 847 - CD

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST COMMONWEALTH
BANK, f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

FILED

JUL 18 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,	)	No. 01 - 847 - CD
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY)	
KAY SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

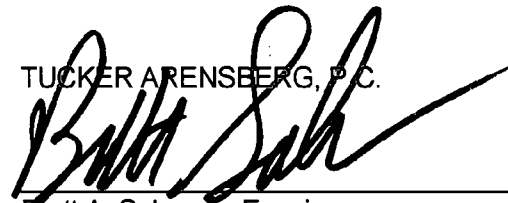
TO: Prothonotary

Kindly enter Judgment against the Defendants above named in default of an Answer, in the amount of \$100,389.55, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 98,658.64
Interest from 04/19/01 through 07/16/01	
@ \$19.6624 per diem	<u>1,730.91</u>
TOTAL.....	\$100,389.55

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

TUCKER ARENSBERG, P.C.



Brett A. Solomon, Esquire
Christopher J. Richardson, Esquire
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Plaintiff : First Commonwealth Bank, f/k/a Deposit Bank
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222
Defendants: Nancy K. Sweep, a/k/a Nancy Kay Sweep, R.D. 32, Box 363, Brockway, PA 15824-9416
Robert L. Kearney, R.D. 32, Box 363, Brockway, PA 15824-9416

154786.1:BF/#17950-26434

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY
KAY SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01 - 847 - CD

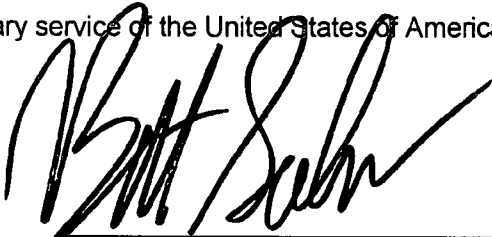
AFFIDAVIT OF NON-MILITARY SERVICE

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

SS:

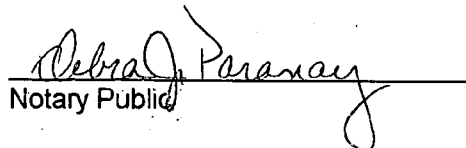
I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendants are not members of the military service of the United States of America to the best of my knowledge, information, and belief.



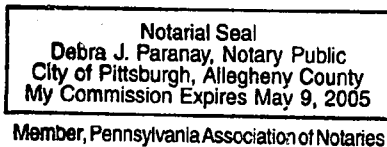
Brett A. Solomon

Sworn to and subscribed before me this

this 16th day of July, 2001.


Notary Public

My Commission Expires:



154786.1:BF
17950-26434

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,	)	No. 01-847-CD
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

TO: Nancy K. Sweep
a/k/a Nancy Kay Sweep
R.D. 32, Box 363
Brockway, PA 15824-9416

DATE OF NOTICE: July 5, 2001

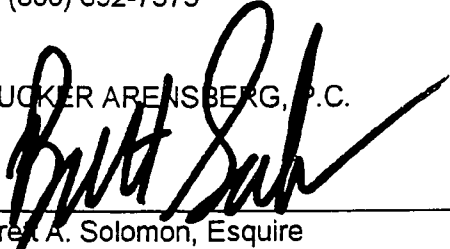
IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING, AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

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

TUCKER ARENSBERG, P.C.

By:


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

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Nancy K. Sweep, a/k/a Nancy Kay Sweep, by depositing same in the United States Mail, first class postage prepaid, and certified mail return receipt requested, on the 5th day of July, 2001 at the following address:

Nancy K. Sweep
a/k/a Nancy Kay Sweep
R.D. 32, Box 363
Brockway, PA 15824-9416

TUCKER ARENSBERG, P.C.

By: _____

Brett A. Solomon, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,)	No. 01-847-CD
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

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Brockway, PA 15824-9416

DATE OF NOTICE: July 5, 2001

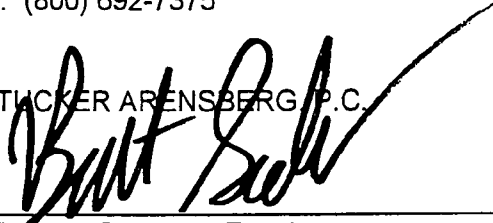
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Pennsylvania bar Association
P. O. Box 186
Harrisburg, Pennsylvania 17108
Telephone: (800) 692-7375

TUCKER ARENSBERG P.C.

By:


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

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Robert L. Kearney, by depositing same in the United States Mail, first class postage prepaid, and certified mail return receipt requested, on the 5th day of July, 2001 at the following address:

Robert L. Kearney
a/k/a Nancy Kay Sweep
R.D. 32, Box 363
Brockway, PA 15824-9416

TUCKER ADENSBERG, P.C.

By:


Brett A. Solomon, Esquire

FILED

JUL 18 2001
11:23:23
William A. Shaw
Prothonotary

City Colonies

PD \$20.00

Est. mts. to Dgs.

Statement to City.

CO-1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY
KAY SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01 - 847 - CD

NOTICE OF JUDGMENT

To: Nancy K. Sweep
a/k/a Nancy Kay Sweep
R.D. #2, Box 363
Brockway, PA 15824-9416

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you
on July 18, 2001, in the amount of \$100,389.55 plus continuing interest at
the contract rate together with costs, late charges, and attorneys fees.

Prothonotary

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,	)	No. 01 - 847 - CD
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY)	
KAY SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

NOTICE OF JUDGMENT

To: Robert L. Kearney
R.D. #2, Box 363
Brockway, PA 15824-9416

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you
on July 18, 2001, in the amount of \$100,389.55 plus continuing interest at
the contract rate together with costs, late charges, and attorneys fees.

Prothonotary

154786.1:BF
17950-26434

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

601-1

First Commonwealth Bank
f/k/a Deposit Bank
Plaintiff(s)

No.: 2001-00847-CD

Real Debt: \$100,389.55

Atty's Comm:

Vs.

Costs: \$

Int. From:

Nancy K. Sweep a/k/a Nancy
Kay Sweep, and Robert L. Kearney
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: July 18, 2001

Expires: July 18, 2006

Certified from the record this 18th of July, 2001

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY KAY
SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

CERTIFICATE OF ADDRESS:

Section 8, Lots 168, 169, 170, 171
Treasure Lake
DuBois, Pennsylvania 15801
Tax Parcel I.D. Nos.:

128-C2-08-168-21
128-C2-08-169-21
128-C2-08-170-21
128-C2-08-171-21

FILED

AUG 1 0 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	


PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

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

Judgment Amount	\$100,389.55
Interest from 07/16/01 through 09/07/01 at \$19.6624 per diem	1,042.11
Additional Interest to Sale Date (to be added by Sheriff)	_____
Foreclosure Fees	<u>1,350.00</u>
Sub-total	\$102,781.66
<i>Prothonotary Costs</i> Costs (to be added by the Prothonotary)	<u>120.00</u>
Total	\$ <u> </u>

TUCKER ARENSBERG, P.C.


Brett A. Solomon, Esquire
Christopher J. Richardson, Esquire
Attorneys for FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY KAY
SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CD

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

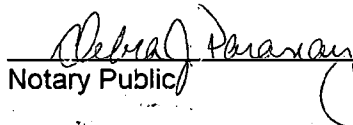
) SS:

I, Brett A. Solomon, being duly sworn according to law, hereby depose and say that the Defendants, Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney, are not members of the military service of the United States of America to the best of my knowledge, information and belief.


Brett A. Solomon, Esquire

Sworn to and subscribed before

me this 6th day of August, 2001.


Notary Public

My Commission Expires:

Notarial Seal
Debra J. Pararay, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 9, 2005

Member, Pennsylvania Association of Notaries

156233.1:BF
17950-26434

FILED

M10:55 AM
AUG 11 2001

Atty pd. 20.00
ICC Sheriff

William A. Shaw
Prothonotary

Le wants w/ both
property descr. issued
to Sheriff
#9

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 TO 3183 and Rule 3257

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK

vs.

NANCY K. SWEEP, a/k/a NANCY K.
SWEEP and ROBERT L. KEARNEY

No. _____ Term 1999 E.D.

No. _____ Term ____ A.D.

No. 847 Term 2001

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically describe property below):

ALL the right, title, interest and claims of Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney, of, in and to the following described properties:

ALL that certain tract of land situate in the Treasure Lake Subdivision, Township of Sandy, being more fully described at DBV 1502, page 196. Tax Parcel I.D. No. 128-C2-08-168-21.

ALL that certain tract of land situate in the Treasure Lake Subdivision, Township of Sandy, being more fully described at DBV 1502, page 184. Tax Parcel I.D. No. 128-C2-08-169-21.

ALL those two certain tracts of land situate in the Treasure Lake Subdivision, Township of Sandy, being more fully described at Instrument No. 199900354. Tax Parcel I.D. Nos. 128-C2-08-170-21 and 128-C2-08-171-21.

Amount Due	\$100,389.55
Interest from 07/16/01 through 09/07/01 at \$19.6624 per diem	\$ 1,042.11
Foreclosure Fees	\$ <u>1,350.00</u>
Sub-Total	\$102,781.66
Costs (to be added by Prothonotary) <i>Prothonotary costs</i>	\$ <u>120.00</u>
Additional interest to date of sale	\$ _____
TOTAL	\$ _____ ,plus costs

as endorsed,

Dated

8/10/01

(SEAL)

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____

[Signature]
Deputy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____ Term 1999 E.D.
No. _____ Term _____ A.D.
No. 847 Term 2001
First Commonwealth Bank, f/k/a
Deposit Bank

vs.

Nancy K. Sweep, a/k/a Nancy Kay
Sweep, and Robert L. Kearney

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Pro Pd.

Judg. Fee

Cr.

Sat.

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

Address: 1500 One PPG Place
Pittsburgh, PA 15222

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY
KAY SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CD

AFFIDAVIT PURSUANT TO PA. 3129.1

Filed on behalf of FIRST
COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

AFFIDAVIT PURSUANT TO Pa. R.C.P. 3129.1

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK, Plaintiff in the above action, by its attorneys, Tucker Arensberg, P.C., sets forth as of the date of the Praecipe for Writ of Execution was filed the following information concerning the real property located in the Treasure Lake Subdivision of the Township of Sandy Lake, County of Clearfield and Commonwealth of Pennsylvania:

1. Name and address of the Owners or Reputed Owners:

NANCY K. SWEEP, a/k/a	R.D. #2, Box 363
NANCY KAY SWEEP, and	Brockway, Pennsylvania 15824-9416
ROBERT L. KEARNEY	

2. Name and address of Defendants in the judgment:

SAME AS ABOVE

3. Name and address of every judgment creditor whose judgment is a record lien on the real property to be sold:

FIRST COMMONWEALTH BANK,	c/o	Brett A. Solomon, Esquire
f/k/a DEPOSIT BANK		Tucker Arensberg, P.C.
		1500 One PPG Place
		Pittsburgh, Pennsylvania 15222

4. Name and address of last recorded holder of every mortgage of record:

FIRST COMMONWEALTH BANK,	c/o	Brett A. Solomon, Esquire
f/k/a DEPOSIT BANK		Tucker Arensberg, P.C.
		1500 One PPG Place
		Pittsburgh, Pennsylvania 15222

5. Name and address of every other person who has any record lien on their property:

UNKNOWN

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

CLEARFIELD COUNTY TREASURER P. O. Box 289
Clearfield, Pennsylvania 16830

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

TREASURE LAKE c/o LeeAnn Collins
TAX COLLECTOR P. O. Box 252
DuBois, Pennsylvania 15801

SANDY TOWNSHIP c/o LeeAnn Collins, Tax Collector
TAX COLLECTOR P. O. Box 252
DuBois, Pennsylvania 15801

DUBOIS AREA c/o LeeAnn Collins, Tax Collector
SCHOOL DISTRICT P. O. Box 252
DuBois, Pennsylvania 15801

CLEARFIELD COUNTY c/o LeeAnn Collins, Tax Collector
TAX COLLECTOR P. O. Box 252
DuBois, Pennsylvania 15801

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

UNKNOWN

The information provided in the foregoing Affidavit is provided solely to comply with the Pennsylvania Rules of Civil Procedure 3129.1, and it is not intended to be a comprehensive abstract of the condition of the title of the real estate which is being sold under this execution. No person or entity is entitled to rely on any statements made herein in regard to the condition of the title of the property or to rely on any statement herein in formulating bids which might be made at the sale of the property.

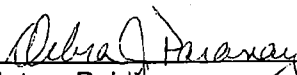
I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. Section 4904 relating to unsworn falsification to authorities.

Dated: August 6, 2001

By:


Brett A. Solomon, Esquire
Attorney for Plaintiff

Sworn to and subscribed before me
this 6th day of August, 2001.


Notary Public
Notarial Seal
Debra J. Paronay, Notary Public
City of Clearfield, Clearfield County
My Commission Expires May 9, 2005
Member, Pennsylvania Association of Notaries

156233.1:BF/#17950-26434

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY KAY
SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CD

AFFIDAVIT OF ACT 6

Filed on behalf of FIRST
COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice of First Commonwealth Bank's intention to foreclose, pursuant to 41 P.S. §403 (Act 6 of 1974), was given to Defendants on or about June 1, 2000.


Brett A. Solomon, Esquire

Sworn to and subscribed before me
this 4th day of August, 2001.


Notary Public

My Commission Expires:

Notarial Seal
Debra J. Paranay, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 9, 2005

Member, Pennsylvania Association of Notaries

156233.1:BF
17950-26434

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY KAY
SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CD

AFFIDAVIT OF ACT 91

Filed on behalf of FIRST
COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

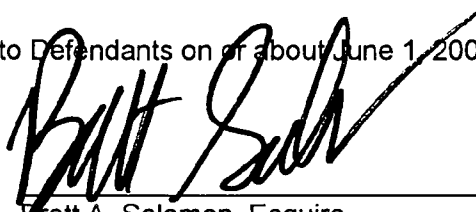
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

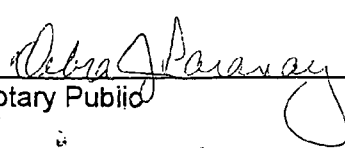
COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says:

THAT Notice require by the Homeowners' Emergency Mortgage Assistance Act, Act 91 (35 P.S. §§1680.401c, et seq.), was given to Defendants on or about June 1, 2000.


Brett A. Solomon, Esquire

Sworn to and subscribed before me
this 6th day of August, 2001.


Notary Public

My Commission Expires:

Notarial Seal
Debra J. Pararay, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 9, 2005
Member, Pennsylvania Association of Notaries

156233.1:BF
17950-26434

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY KAY
SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CD

AFFIDAVIT OF LAST KNOWN ADDRESS

Filed on behalf of FIRST
COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY KAY
SWEEP, and ROBERT L. KEARNEY,

Defendants.


) CIVIL DIVISION
)
)
) No. 01-847-CD
)
)
)
)
)
)
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)
)

AFFIDAVIT OF LAST KNOWN ADDRESS OF DEFENDANTS

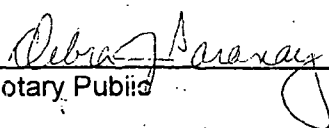
Before me the undersigned, a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, who being duly sworn, deposes and says as follows:

1. That he is counsel for the Plaintiff in the above referenced matter.
2. That to the best of his knowledge, information and belief, the last known address of Defendants is: R.D. #2, Box 363, Brockway, Pennsylvania 15824-9416.

TUCKER ARENSBERG, P.C.


Brett A. Solomon, Esquire
Attorney for FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK, Plaintiff

Sworn to and subscribed before me
this 16th day of August, 2001.


Notary Public

My Commission Expires:

Notarial Seal
Debra J. Parany, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 9, 2005
Member, Pennsylvania Association of Notaries

156233.1:BF/#17950-26434

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Nancy K. Sweep
a/k/a Nancy Kay Sweep
R.D. #2, Box 363.
Brockway, PA 15824-9416

Your Real Estate at Section 8, Lots 168, 169, 170 and 171, Treasure Lake, DuBois, Pennsylvania 15801, is scheduled to be sold at Sheriff's Sale on Friday, _____, 2001, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of First Commonwealth Bank, f/k/a Deposit Bank, obtained by the Bank against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.

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

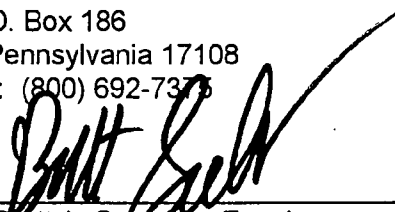
1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Brett A. Solomon, Esquire at Tucker Arensberg, P.C. (412) 594-3913.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS. The sooner you contact an attorney, the more chance you will have of stopping the sale. (See notice on next page to find out how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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

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



Brett A. Solomon, Esquire
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

COPY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Robert L. Kearney
R.D. #2, Box 363
Brockway, PA 15824-9416

Your Real Estate at Section 8, Lots 168, 169, 170 and 171, Treasure Lake, DuBois, Pennsylvania 15801, is scheduled to be sold at Sheriff's Sale on Friday, _____, 2001, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of First Commonwealth Bank, f/k/a Deposit Bank, obtained by the Bank against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.

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

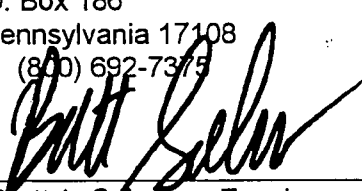
1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Brett A. Solomon, Esquire at Tucker Arensberg, P.C. (412) 594-3913.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact an attorney, the more chance you will have of stopping the sale. (See notice on next page to find out how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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

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



Brett A. Solomon, Esquire
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

Lot No. 168:

ALL that certain tract of land designated as Lot No. 168, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 75.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation, Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 196.

TAX PARCEL I.D. NO. 128-C2-08-168-21

Lot No. 169:

ALL that certain tract of land designated as Lot No. 169, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County,

Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation, Treasure Lake of Pennsylvania, Inc., Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 184.

TAX PARCEL I.D. NO. 128-C2-08-169-21

Lot Nos. 170 and 171:

ALL those two certain tracts of land designated as Section 8, Lot 170 and Lot 171 (Santa Catalina), in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

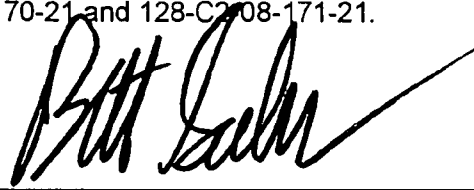
EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476, as amended, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

As to Lot No. 170, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Janet E. Gates, individually, dated November 6, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 339; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

As to Lot No. 171, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Roy U. Butler and F. Jeanne Butler, husband and wife, dated October 29, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 335; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

TAX PARCEL I.D. NOS. 128-C2-08-170-21 and 128-C2-08-171-21.

A handwritten signature in black ink, appearing to read "Brett Solomon", written over a horizontal line.

Brett A. Solomon, Esquire

156233.1:BF/#17950-26434

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
, SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description of property for advertising purposes:

SHORT LEGAL DESCRIPTION OF REAL ESTATE

ALL THE RIGHT, TITLE, INTEREST AND CLAIMS OF NANCY K. SWEEP,
A/K/A NANCY KAY SWEEP, AND ROBERT L. KEARNEY, OF, IN AND TO THE
FOLLOWING DESCRIBED PROPERTY:

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TREASURE LAKE
SUBDIVISION, TOWNSHIP OF SANDY, BEING MORE FULLY DESCRIBED AT
DBV 1502, PAGE 196. TAX PARCEL I.D. NO. 128-C2-08-168-21.

ALL THAT CERTAIN TRACT OF LAND SITUATE IN THE TREASURE LAKE
SUBDIVISION, TOWNSHIP OF SANDY, BEING MORE FULLY DESCRIBED AT
DBV 1502, PAGE 184. TAX PARCEL I.D. NO. 128-C2-08-169-21.

ALL THOSE TWO CERTAIN TRACTS OF LAND SITUATE IN THE TREASURE
LAKE SUBDIVISION, TOWNSHIP OF SANDY, BEING MORE FULLY
DESCRIBED AT INSTRUMENT NO. 199900354. TAX PARCEL I.D. NOS. 128-
C2-08-170-21 AND TAX PARCEL I.D. NO. 128-C2-08-171-21.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11069

FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK

01-847-CD

VS.

SWEEP, NANCY K. a/k/a NANCY KAY SWEEP and ROBERT L. KEARNEY

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW JUNE 4, 2001 THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NANCY K. SWEEP A/K/A NANCY KAY SWEEP and ROBERT L. KEARNEY, DEFENDANTS.

NOW JUNE 14, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON NANCY K. SWEEP A/K/A NANCY KAY SWEEP and ROBERT L. KEARNEY, DEFENDANTS BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON ROBERT L. KEARNEY.

Return Costs

Cost	Description
36.84	SHFF. HAWKINS PAID BY: ATTY.
39.64	SHFF. DEMKO PAID BY; ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

AUG 20 2001

011046101
William A. Shaw
Prothonotary

Sworn to Before Me This

20th Day Of August 2001
William A. Shaw

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

So Answers,

Chester A. Hawkins
by Marilyn Hampe
Chester A. Hawkins
Sheriff

No. 01-8470-CD

Personally appeared before me, Carl J. Gotwald, Sr., Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on June 14, 2001 at 10:18 o'clock A.M. served the Important Notice and Complaint in Mortgage Foreclosure upon NANCY K. SWEEP, a/k/a NANCY KAY SWEEP and ROBERT L. KEARNEY, Defendants, at their residence, R.D. #2, Box 363, Brockway, Township of Washington, County of Jefferson, State of Pennsylvania by handing to Robert, personally, two true copies of the Notice and Complaint, and by making known to him the contents thereof.

Advance Costs Received:	\$125.00
My Costs:	\$ 37.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 39.64
Refunded:	\$ 85.36

Sworn and subscribed

to before me this 20th
day of June 2001
By Thomas A. Demko

**PROTHONOTARY
CLERK OF COURTS**
My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

So Answers,

Carl J. Gotwald, Sr.
Deputy
Thomas A. Demko
Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY KAY
SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CD

VERIFICATION OF SERVICE OF NOTICE
OF SALE TO DEFENDANTS AND LIEN
CREDITORS PURSUANT TO PA. R.C.P.
3129

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

SALE DATE: NOVEMBER 16, 2001

FILED

OCT 29 2001

**William A. Shaw
Prothonotary**

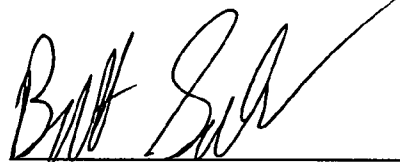
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	


**VERIFICATION OF SERVICE OF NOTICE OF SALE
TO DEFENDANTS AND LIEN CREDITORS**

The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendants on the 3rd day of October, 2001, and that the Notice of Sale was received by Defendant, Robert L. Kearney, on the 9th day of October, 2001, as is evidenced by Certified Mail Receipt No. 7000 1670 0012 7441 4887. The certified mail receipt for the Notice of Sale mailed on October 3, 2001 to Defendant, Nancy K. Sweep, a/k/a Nancy Kay Sweep, has not been received by Plaintiff, nor has it been returned by the post office, as of October 24, 2001 (21 days after mailing). A copy of the Certified Mail Receipt of Robert L. Kearney is attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on the 3rd day of October as evidenced by P.S. Forms 3817 attached hereto as Exhibit "B".


Brett A. Solomon, Esquire

Sworn to and subscribed before
me this 24th day of October, 2001.


Notary Public
Notarial Seal
Debra J. Pararay, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires May 9, 2005
Member, Pennsylvania Association of Notaries

7000 1670 0012 7439 4887

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No insurance coverage provided.)

Postage \$	Postmark Here 10-3-01
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Sent To
 Robert L. Kearney
 Street, Apt. No. or PO Box No.
 R.D. #2, Box 363
 City, State, Zip
 Brockway, PA 15824-9416

PS Form 3800, May 1990 See Reverse for Instructions

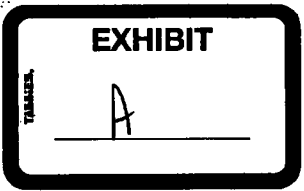
7000 1670 0012 7439 4894

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only. No insurance coverage provided.)

Postage \$	Postmark Here 10-3-01
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Sent To
 Nancy K. Sweep, a/k/a Nancy Kay Sweep
 Street, Apt. No. or PO Box No.
 R.D. #2, Box 363
 City, State, Zip
 Brockway, PA 15824-9416

PS Form 3800, May 1990 See Reverse for Instructions



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Robert L. Kearney
 R.D. #2, Box 363
 Brockway, PA 15824-9416

COMPLETE THIS SECTION ON DELIVERY

Received by (Please Print Clearly) B. Date of Delivery
 ROBERT L. KEARNEY 10-9-01

C. Signature
 Robert L. Kearney ☐ Agent ☐ Addressee

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

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

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
 7000 1670 0012 7439 4887

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Nancy K. Sweep
a/k/a Nancy Kay Sweep
R.D. #2, Box 363
Brockway, PA 15824-9416

Your Real Estate at Section 8, Lots 168, 169, 170 and 171, Treasure Lake, DuBois, Pennsylvania 15801, is scheduled to be sold at Sheriff's Sale on Tuesday, November 16, 2001, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of First Commonwealth Bank, f/k/a Deposit Bank, obtained by the Bank against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.

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

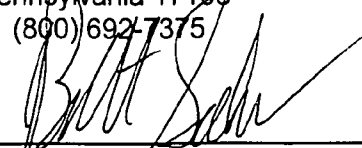
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2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
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6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
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Brett A. Solomon, Esquire
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	No. 01-847-CD
Plaintiff,)	
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NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

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2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
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TAX PARCEL I.D. NO. 128-C2-08-168-21

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Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

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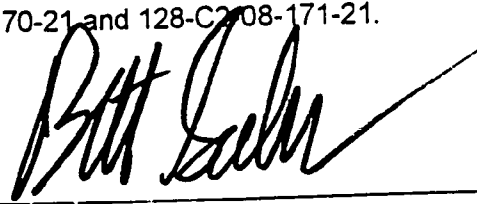
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4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

As to Lot No. 170, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Janet E. Gates, individually, dated November 6, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 339; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

As to Lot No. 171, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Roy U. Butler and F. Jeanne Butler, husband and wife, dated October 29, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 335; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

TAX PARCEL I.D. NOS. 128-C2-08-170-21 and 128-C2-08-171-21.

A handwritten signature in black ink, appearing to read "Brett Solomon", written over a horizontal line.

Brett A. Solomon, Esquire

SEIZED, taken in execution to be sold as the property of NANCY K. SWEEP, A/K/A NANCY KAY SWEEP AND ROBERT L. KEARNEY, at the suit of FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK. JUDGMENT NO. 01-847-CD.

156233.1:BF/#17950-26434

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Robert L. Kearney
R.D. #2, Box 363
Brockway, PA 15824-9416

Your Real Estate at Section 8, Lots 168, 169, 170 and 171, Treasure Lake, DuBois, Pennsylvania 15801, is scheduled to be sold at Sheriff's Sale on Tuesday, November 16, 2001, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of First Commonwealth Bank, f/k/a Deposit Bank, obtained by the Bank against you.

NOTICE OF OWNER'S RIGHTS

YOU MAY BE ABLE TO PREVENT THIS SHERIFF'S SALE.

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

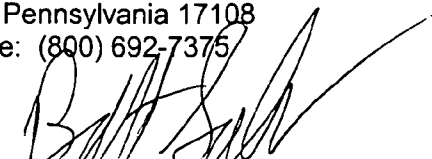
1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Brett A. Solomon, Esquire at Tucker Arensberg, P.C. (412) 594-3913.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact an attorney, the more chance you will have of stopping the sale. (See notice on next page to find out how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
7. You may also have other rights and defenses, or ways of getting your real estate back, if you act immediately after the sale.

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

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



Brett A. Solomon, Esquire
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

Lot No. 168:

ALL that certain tract of land designated as Lot No. 168, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 75.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation, Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 196.

TAX PARCEL I.D. NO. 128-C2-08-168-21

Lot No. 169:

ALL that certain tract of land designated as Lot No. 169, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County,

Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation, Treasure Lake of Pennsylvania, Inc., Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 184.

TAX PARCEL I.D. NO. 128-C2-08-169-21

Lot Nos. 170 and 171:

ALL those two certain tracts of land designated as Section 8, Lot 170 and Lot 171 (Santa Catalina), in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

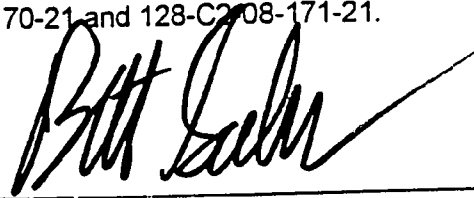
EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476, as amended, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

As to Lot No. 170, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Janet E. Gates, individually, dated November 6, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 339; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

As to Lot No. 171, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Roy U. Butler and F. Jeanne Butler, husband and wife, dated October 29, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 335; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

TAX PARCEL I.D. NOS. 128-C2-08-170-21 and 128-C2-08-171-21.

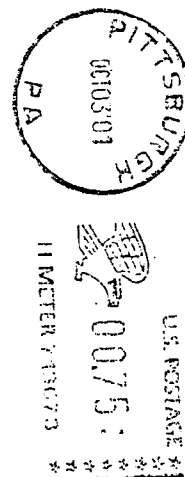
A handwritten signature in black ink, appearing to read "Brett Solomon", written over a horizontal line.

Brett A. Solomon, Esquire

SEIZED, taken in execution to be sold as the property of NANCY K. SWEEP, A/K/A NANCY KAY SWEEP AND ROBERT L. KEARNEY, at the suit of FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK. JUDGMENT NO. 01-847-CD.

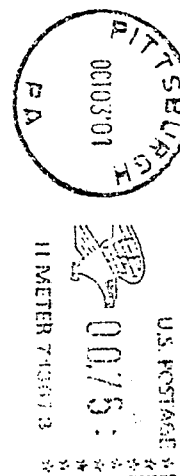
156233.1:BF/#17950-26434

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Debbie Paraney Paralegal Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, PA 15222
One piece of ordinary mail addressed to:	Tax Collector, Sandy Township c/o LeeAnn Collins P. O. Box 252 DuBois, PA 15801



PS Form 3817, Mar. 1989 17950-26434 Sweep

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Debbie Paraney Paralegal Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, PA 15222
One piece of ordinary mail addressed to:	Clearfield County tax Claim Clearfield County Courthouse 1 North Second Street Clearfield, PA 16830



PS Form 3817, Mar. 1989 17950-26434 Sweep

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received From:	Debbie Paraney Paralegal Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, PA 15222
One piece of ordinary mail addressed to:	Clearfield County Treasurer P. O. Box 289 Clearfield, PA 16830



EXHIBIT

B

17950-26434 Sweep

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	Debbie Parany Paralegal Tucker Arensberg, P.c. 1500 One PPG Place Pittsburgh, PA 15222
One piece of ordinary mail addressed to:	Tax Collector, Treasure Lake c/o LeeAnn Collins P. O. Box 252 DuBois, PA 15801

PS Form 3817, Mar. 1989 17950-26434 Sweep

Postmarks: PITTSBURGH PA 0C10301, 0075, H METER 713673, U.S. POSTAGE

U.S. POSTAL SERVICE CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER	
Received From:	Debbie Parany Paralegal Tucker Arensberg, P.C. 1500 One PPG Place Pittsburgh, PA 15222
One piece of ordinary mail addressed to:	DuBois Area School District c/o LeeAnn Collins P. O. Box 252 DuBois, PA 15801

PS Form 3817, Mar. 1989 17950-26434 Sweep

Postmarks: PITTSBURGH PA 0C10301, 0075, H METER 713673, U.S. POSTAGE

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One piece of ordinary mail addressed to:	Tax Collector, Clearfield County c/o LeeAnn Collins P. O. Box 252 DuBois, PA 15801

PS Form 3817, Mar. 1989 17950-26434 Sweep

Postmarks: PITTSBURGH PA 0C10301, 0075, H METER 713673, U.S. POSTAGE



October 3, 2001

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

Clearfield County Treasurer
P. O. Box 289
Clearfield, PA 16830

Suggested Reference:

Tax Parcel Nos.: 128-C2-08-168-21; 128-C2-08-169-21; 128-C2-08-170-21; 128-C2-08-171-21

Re: First Commonwealth Bank, f/k/a Deposit Bank,
vs. Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney
No. 01-847-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

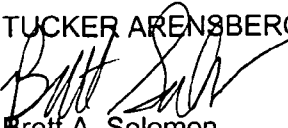
TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 01-847-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR TUESDAY, NOVEMBER 16, 2001, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE TREASURE LAKE SUBDIVISION, SANDY TOWNSHIP, WITH AN ADDRESS OF SECTION 8, LOTS 168, 169, 170 AND 171, TREASURE LAKE, DuBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY (30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$100,389.55, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.



Brett A. Solomon

:djp
Enclosures

156233.1:BF/#17950-26434

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

Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
www.tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

Lot No. 168:

ALL that certain tract of land designated as Lot No. 168, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 75.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation, Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 196.

TAX PARCEL I.D. NO. 128-C2-08-168-21

Lot No. 169:

ALL that certain tract of land designated as Lot No. 169, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County,

Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
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BEING the same tract of land granted and conveyed to Robert L. Keamey and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 184.

TAX PARCEL I.D. NO. 128-C2-08-169-21

Lot Nos. 170 and 171:

ALL those two certain tracts of land designated as Section 8, Lot 170 and Lot 171 (Santa Catalina), in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

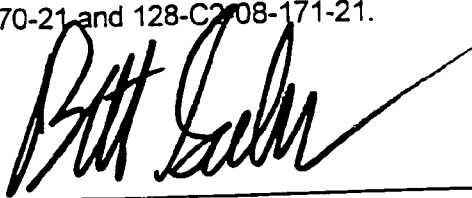
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4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

As to Lot No. 170, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Janet E. Gates, individually, dated November 6, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 339; thereafter BEING the same premises which became vested in Robert L. Keamey and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

As to Lot No. 171, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Roy U. Butler and F. Jeanne Butler, husband and wife, dated October 29, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 335; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

TAX PARCEL I.D. NOS. 128-C2-08-170-21 and 128-C2-08-171-21.

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Brett A. Solomon, Esquire

SEIZED, taken in execution to be sold as the property of NANCY K. SWEEP, A/K/A NANCY KAY SWEEP AND ROBERT L. KEARNEY, at the suit of FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK. JUDGMENT NO. 01-847-CD.

156233.1:BF/#17950-26434



October 3, 2001

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

Clearfield County Tax Claim
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830

Suggested Reference:

Tax Parcel Nos.: 128-C2-08-168-21; 128-C2-08-169-21; 128-C2-08-170-21; 128-C2-08-171-21

Re: First Commonwealth Bank, f/k/a Deposit Bank,
vs. Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney
No. 01-847-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 01-847-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR TUESDAY, NOVEMBER 16, 2001, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE TREASURE LAKE SUBDIVISION, SANDY TOWNSHIP, WITH AN ADDRESS OF SECTION 8, LOTS 168, 169, 170 AND 171, TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

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Very truly yours,

TUCKER ARENSBERG, P.C.

:djp

Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-3913 1562331:BF/#17950-26434

Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
www.tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

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2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
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BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 196.

TAX PARCEL I.D. NO. 128-C2-08-168-21

Lot No. 169:

ALL that certain tract of land designated as Lot No. 169, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County,

Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

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TAX PARCEL I.D. NO. 128-C2-08-169-21

Lot Nos. 170 and 171:

ALL those two certain tracts of land designated as Section 8, Lot 170 and Lot 171 (Santa Catalina), in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

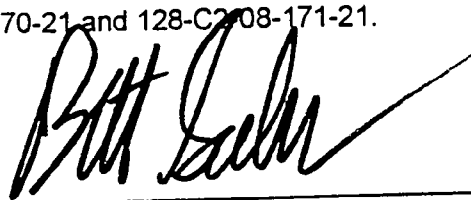
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A handwritten signature in black ink, appearing to read "Brett Solomon", written over a horizontal line.

Brett A. Solomon, Esquire

SEIZED, taken in execution to be sold as the property of NANCY K. SWEEP, A/K/A NANCY KAY SWEEP AND ROBERT L. KEARNEY, at the suit of FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK. JUDGMENT NO. 01-847-CD.

156233.1:BF/#17950-26434



October 3, 2001

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

Tax Collector, Treasure Lake
c/o LeeAnn Collins
P. O. Box 252
DuBois, PA 15801

Suggested Reference:
Tax Parcel Nos.: 128-C2-08-168-21; 128-C2-08-169-21; 128-C2-08-170-21; 128-C2-08-171-21

Re: First Commonwealth Bank, f/k/a Deposit Bank,
vs. Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney
No. 01-847-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 01-847-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR TUESDAY, NOVEMBER 16, 2001, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE TREASURE LAKE SUBDIVISION, SANDY TOWNSHIP, WITH AN ADDRESS OF SECTION 8, LOTS 168, 169, 170 AND 171, TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY (30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$100,389.55, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

:djp

Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-3913 1562334:BF/#17950-26434

Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
www.tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

Lot No. 168:

ALL that certain tract of land designated as Lot No. 168, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 75.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
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BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 196.

TAX PARCEL I.D. NO. 128-C2-08-168-21

Lot No. 169:

ALL that certain tract of land designated as Lot No. 169, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County,

Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

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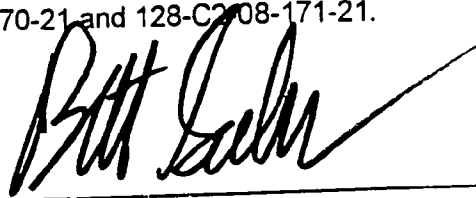
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Brett A. Solomon, Esquire

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156233.1:BF/#17950-26434

TUCKER ARENSBERG, P.C.



October 3, 2001

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

Tax Collector, Sandy Township
c/o LeeAnn Collins
P. O. Box 252
DuBois, PA 15801

Suggested Reference:

Tax Parcel Nos.: 128-C2-08-168-21; 128-C2-08-169-21; 128-C2-08-170-21; 128-C2-08-171-21

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vs. Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney
No. 01-847-CD in the Court of Common Pleas of Clearfield County

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Dear Lienholder:

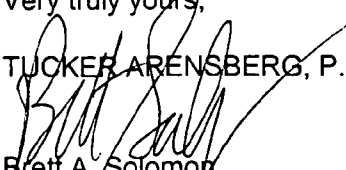
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Enclosures

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Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
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SWEEP, and ROBERT L. KEARNEY,)	
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Defendants.)	

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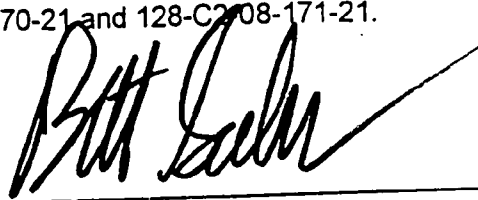
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TUCKER ARENSBERG, P.C.



October 3, 2001

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

DuBois Area School District
c/o LeeAnn Collins, Tax Collector
P. O. Box 252
DuBois, PA 15801

Suggested Reference:

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Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-3619 156233-1-BF/#17950-26434

Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
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IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	No. 01-847-CD
Plaintiff,)	
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vs.)	
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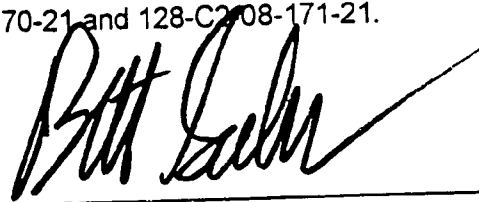
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A handwritten signature in black ink, appearing to read "Brett Solomon", written over a horizontal line.

Brett A. Solomon, Esquire

SEIZED, taken in execution to be sold as the property of NANCY K. SWEEP, A/K/A NANCY KAY SWEEP AND ROBERT L. KEARNEY, at the suit of FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK. JUDGMENT NO. 01-847-CD.

156233.1:BF/#17950-26434

TUCKER ARENSBERG, P.C.



October 3, 2001

Brett A. Solomon 412-594-3913
bsolomon@tuckerlaw.com

Tax Collector, Clearfield County
c/o LeeAnn Collins
P. O. Box 252
DuBois, PA 15801

Suggested Reference:

Tax Parcel Nos.: 128-C2-08-168-21; 128-C2-08-169-21; 128-C2-08-170-21; 128-C2-08-171-21

Re: First Commonwealth Bank, f/k/a Deposit Bank,
vs. Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney
No. 01-847-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 01-847-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR TUESDAY, NOVEMBER 16, 2001, AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE TREASURE LAKE SUBDIVISION, SANDY TOWNSHIP, WITH AN ADDRESS OF SECTION 8, LOTS 168, 169, 170 AND 171, TREASURE LAKE, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

A SCHEDULE OF DISTRIBUTION WILL BE FILED BY THE SHERIFF ON A DATE SPECIFIED BY THE SHERIFF NOT LATER THAN THIRTY (30) DAYS AFTER SALE. DISTRIBUTION WILL BE MADE IN ACCORDANCE WITH THE SCHEDULE UNLESS EXCEPTIONS ARE FILED THERETO WITHIN TEN (10) DAYS AFTER THE FILING OF THE SCHEDULE.

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$100,389.55, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

Brett A. Solomon

:djp

Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-3919 1562331:BF/#17950-26434

Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
www.tuckerlaw.com

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

Please use the following legal description for preparation of the Sheriff's Deed:

LEGAL DESCRIPTION OF REAL ESTATE

Lot No. 168:

ALL that certain tract of land designated as Lot No. 168, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 75.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation, Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 196.

TAX PARCEL I.D. NO. 128-C2-08-168-21

Lot No. 169:

ALL that certain tract of land designated as Lot No. 169, Section No. 8 in the Treasure Lake Subdivision in Sandy Township, Clearfield County,

Pennsylvania, recorded in the Recorder of Deeds Office in Miscellaneous Docket Map File No. 25.

EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc. recorded in Miscellaneous Book Volume 146, Page 476; all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Recreation Land Corporation, Treasure Lake of Pennsylvania, Inc., Treasure Lake, Inc. or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

BEING the same tract of land granted and conveyed to Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed of Ali Iqbal Akbari and Kausar Akbari, husband and wife, dated August 4, 1992 and recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1502, page 184.

TAX PARCEL I.D. NO. 128-C2-08-169-21

Lot Nos. 170 and 171:

ALL those two certain tracts of land designated as Section 8, Lot 170 and Lot 171 (Santa Catalina), in the Treasure Lake Subdivision in Sandy Township, Clearfield County, Pennsylvania, recorded in the Recorder of Deeds Office in Misc. Docket Map File No. 25.

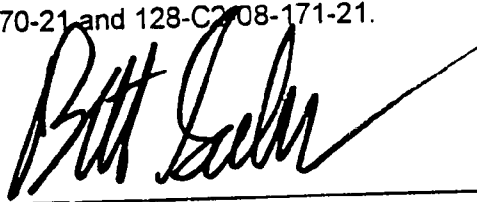
EXCEPTING AND RESERVING THEREFROM AND SUBJECT TO:

1. All easements, rights-of-way, reservations, restrictions and limitations shown or contained in prior instruments of record and in the aforesaid recorded plan.
2. The Declaration of Restrictions, Treasure Lake, Inc., recorded in Misc. Book Vol. 146, page 476, as amended, all of said restrictions being covenants which run with the land.
3. All minerals and mining rights of every kind and nature.
4. A lien for all unpaid charges or assessments as may be made by Developer or Treasure Lake Property Owners Association, Inc.; which lien shall run with the land and be an encumbrance against it.

As to Lot No. 170, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Janet E. Gates, individually, dated November 6, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 339; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

As to Lot No. 171, BEING the same premises granted and conveyed to Robert L. Kearney and Nancy K. Sweep, a/k/a Nancy Kay Sweep, by deed of Roy U. Butler and F. Jeanne Butler, husband and wife, dated October 29, 1986, and recorded on November 17, 1986 in Clearfield County Deed and Records Book 1122, page 335; thereafter BEING the same premises which became vested in Robert L. Kearney and Nancy Kay Sweep, husband and wife, by deed dated January 5, 1999, and recorded on January 11, 1999 at Instrument No. 199900354.

TAX PARCEL I.D. NOS. 128-C2-08-170-21 and 128-C2-08-171-21.



Brett A. Solomon, Esquire

SEIZED, taken in execution to be sold as the property of NANCY K. SWEEP, A/K/A NANCY KAY SWEEP AND ROBERT L. KEARNEY, at the suit of FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK. JUDGMENT NO. 01-847-CD.

156233.1:BF/#17950-26434

CA

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK,

Plaintiff,

vs.

NANCY K. SWEEP, a/k/a NANCY KAY
SWEEP, and ROBERT L. KEARNEY,

Defendants.

CIVIL DIVISION

No. 01-847-CD

MOTION TO DETERMINE SUFFICIENCY
OF SERVICE OF NOTICE OF SHERIFF
SALE UNDER PA. R.C.P. 3129.2

Filed on behalf of FIRST
COMMONWEALTH BANK, f/k/a
DEPOSIT BANK, Plaintiff

Counsel of record for this party:

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

FILED

OCT 29 2001

William A. Shaw
Prothonotary

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the within Motion was served on all opposing parties on the 24th day of October, 2001, by first class, postage prepaid, U.S. Mail, utilizing Post Office Form 3817, certificate of mailing, and certified mail, addressed as follows:

Nancy K. Sweep
a/k/a Nancy Kay Sweep
R.D. #2, Box 363
Brockway, PA 15824-9416

Robert L. Kearney
R.D. #2, Box 363
Brockway, PA 15824-9416

TUCKER ARENSBERG, P.C.

By: 

Brett A. Solomon, Esquire
Christopher J. Richardson, Esquire
Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

**MOTION TO DETERMINE SUFFICIENCY OF NOTICE
OF SHERIFF SALE UNDER PA. R.C.P. 3129.2**

AND NOW COMES the Plaintiff, by and through its counsel, Tucker Arensberg, P.C., and moves this Honorable Court for an Order affirming that notice of the Sheriff's Sale is sufficient pursuant to Rule 3129.2 of the Pennsylvania Rules of Civil Procedure, and in support of said Motion avers as follows:

1. Plaintiff filed an action in mortgage foreclosure at the above docket number against real estate situate at Section 8, Lots 168, 169, 170, 171, Treasure Lake, DuBois, Clearfield County, Pennsylvania 15801, said real estate being the Defendants' real property ("Property").
2. Service of original process was completed on June 14, 2001, and a Judgment in Mortgage Foreclosure was subsequently entered against the Defendants in the action on July 18, 2001.
3. A Writ of Execution was issued at said docket number on or about August 10, 2001, and the Property was scheduled to be sold at Clearfield County Sheriff's Sale

on November 3, 2001 at 10:00 a.m. Due to a delay in service, the sale has since been postponed until November 16, 2001 at 10:00 a.m.

4. In accordance with Pa. R.C.P. 3129.2(c)(1)(i)(A), the Sheriff has attempted to personally serve Defendants with the written notice of the scheduled Sheriff's Sale ("Notice") at their last known address of at R.D. #2, Box 363, Brockway, Jefferson County, Pennsylvania. On or about October 16, 2001, the Sheriff completed service on Defendant, Robert L. Kearney ("Kearney"), but was unable to serve Defendant, Nancy K. Sweep, a/k/a Nancy Kay Sweep ("Sweep"), because according to Kearney, Sweep is a truck driver living in Minneapolis, Minnesota, as evidenced by a true and correct copy of the Sheriff's Affidavit of Service setting forth the above, which is attached hereto and incorporated herein as Exhibit "A".

5. On or about October 18, 2001, Plaintiff requested change of address information on Sweep from the U.S. Postmaster at Brockway, Pennsylvania. A true and correct copy of the Postmaster's reply, stating "Mail delivered as addressed" (R.D. #2, Box 393, Brockway, Pennsylvania 15824-9416), is attached hereto and incorporated herein as Exhibit "B".

6. Plaintiff sent Notice of Sheriff's Sale to Defendants by Certified Mail to their last known address of R.D. #2, Box 363, Brockway, Pennsylvania 15824-9416, as evidenced by the true and correct copy of the certified mail receipt of Defendant, Robert L. Kearney, attached hereto and incorporated herein as Exhibit "C".

7. The Notice sent to Defendant Sweep by Certified Mail on October 3, 2001 has not yet been returned to Plaintiff as of October 24, 2001.

8. In accordance with Pa. R.C.P. 3129(b), handbills were posted by the Sheriff in his office and upon the Property at least thirty (30) days before the scheduled sale.

9. Pursuant to Pa. R.C.P. 3129.2(d), a notice containing a brief description of the Property, its location, any improvements, the judgment of the court on which the sale is being held, the name of the owner(s) or reputed owner(s), and the time and place of sale was published by the Sheriff once a week for three successive weeks in a newspaper of general circulation in said county and in the legal publication, the first publication having been made less than 21 days before the original date of sale.

10. An Affidavit of counsel certifying all of the above is attached hereto.

WHEREFORE, Plaintiff moves this Honorable Court to enter an Order affirming that its substantial compliance with Pa. R.C.P. 3129.2 be deemed sufficient notice of the execution sale; and further directing the Sheriff to sell the real property on November 16, 2001.

TUCKER ARENSBERG, P.C.

By: 

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

Attorneys for First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

160419.1:BF
17950-26434

In The Court of Common Pleas of Clearfield County, Pennsylvania**FIRST COMMONWEALTH BANK ET AL**

Sheriff Docket # 11426

01-847-CD

VS.

SWEEP, NANCY K. A/K/A SWEEP, NANCY K. ET AL**WRIT OF EXECUTION REAL ESTATE****SHERIFF RETURNS**

NOW, SEPTEMBER 28, 2001, AT @5:27 PM A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

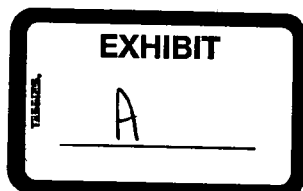
A SALE IS SET FOR FRIDAY, NOVEMBER 2, 2001, AT 10:00 AM O'CLOCK.

NOW, OCTOBER 3, 2001, SHERIFF THOMAS DEMKO OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON NANCY K. SWEEP, A/K/A NANCY KAY SWEEP AND ROBERT L. KEARNEY, DEFENDANTS.

NOW, SEPTEMBER 28, 2001, CALLED ATTORNEY THAT A CHECK IN THE AMOUNT OF ONE HUNDRED TWENTY-FIVE DOLLARS (\$125.00) IS NEEDED FOR THE SHERIFF OF JEFFERSON COUNTY. ALSO, SALE DATE IS TO BE CHANGED TO FRIDAY, NOVEMBER 16, 2001, BECAUSE SERVICE WAS NOT MADE ON THE DEFENDANTS IN TIME FOR A SALE ON NOVEMBER 2, 2001.

NOW, OCTOBER 16, 2001, RECEIVED A PHONE CALL FROM THE SHERIFF'S OFFICE OF JEFFERSON COUNTY, ROBERT L. KEARNEY HAS BEEN SERVED, RETURN WILL BE SENT AT A LATER DATE. IT WAS LEARNED THAT NANCY K. SWEEP, A/K/A NANCY KAY SWEEP IS A TRUCK DRIVER LIVING IN MINNEAPOLIS, MINNESOTA.

NOW, OCTOBER 16, 2001, CALLED BRETT A. SOLOMON, ATTORNEY FOR THE PLAINTIFF, THAT NANCY K. SWEEP, A/K/A NANCY KAY SWEEP HAS MOVED OUT OF STATE.



October 18, 2001

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

U.S. Postmaster
Brockway, PA 15824-9416

Request for Boxholder Information and/or
Request for Change of Address
Needed for Service of Legal Process

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

Name: Nancy K. Sweep, a/k/a Nancy Kay Sweep

Address: R.D. #2, Box 363, Brockway, Pennsylvania 15824-9416

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

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

1. Capacity of requester (e.g., process server, attorney, party representing himself): Attorney
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney or a party acting pro se - except a corporation acting pro se must cite statute):
Not applicable
3. The names of all known parties to the litigation: First Commonwealth Bank, f/k/a Deposit Bank, vs. Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney
4. The court in which the case has been or will be heard: Court of Common Pleas of Clearfield County, Pennsylvania
5. The docket or other identifying number if one has been issued: 01-847-CD
6. The capacity in which this individual is to be served (e.g., defendant or witness):
Defendant

WARNING

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

EXHIBIT

B2



October 18, 2001

Page 2

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

Debra J. Parganay

Debra J. Parganay, Paralegal
TUCKER ARENSBERG, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

FOR POST OFFICE USE ONLY

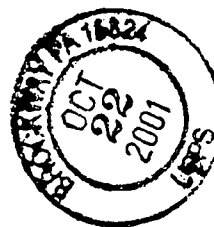
- ☐ No change of address order on file
☐ Not known at address given.
☐ Moved, left no forwarding address.
☐ No such address.
☒ Mail delivered at address

BOXHOLDER
NAME & STREET ADDRESS

and/or

NEW ADDRESS
NAME AND STREET ADDRESS

160420.1:BF
17950-26434



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

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

Postmark
 Here

10-3-01

Sent To
 Robert L. Kearney
 Street, Apt. No., or PO Box No.
 R.D. #2, Box 363
 City, State, ZIP+4
 Brockway, PA 15824-9416

PS Form 3800, May 2000

See Reverse for Instructions

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

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

Postmark
 Here

10-3-01

Sent To
 Nancy K. Sweep, a/k/a Nancy Kay Sweep
 Street, Apt. No., or PO Box No.
 R.D. #2, Box 363
 City, State, ZIP+4
 Brockway, PA 15824-9416

PS Form 3800, May 2000

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert L. Kearney
 R.D. #2, Box 363
 Brockway, PA 15824-9416

2. Article Number (Copy from service label)
 7000 1670 0012 7439 4887

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

17950-26434 Sweep

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **ROBERT L. KEARNEY** 10-9-01
 B. Date of Delivery
 C. Signature
 X **Robert L. Kearney** ☐ Agent ☐ Addressee
 D. Is delivery address different from item 1? ☐ Yes ☐ No
 If YES, enter delivery address below:

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.
 4. Restricted Delivery? (Extra Fee) ☐ Yes

EXHIBIT

7000 1670 0012 7439 4887

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

BEFORE ME the undersigned a Notary Public in and for aforesaid Commonwealth and County, personally appeared Brett A. Solomon, Esquire, attorney for First Commonwealth Bank, f/k/a Deposit Bank, who being duly sworn according to law, deposes and says:

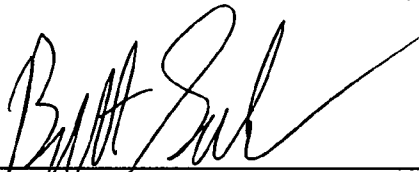
1. That I am counsel of record for Plaintiff in the above referenced action;
2. That the last known address of Defendant, Nancy K. Sweep, a/k/a Nancy Kay Sweep, is R.D. 2, Box 363, Brockway, Pennsylvania 15824-9416;
3. That the Jefferson County Sheriff, deputized by the Clearfield County Sheriff, was unable to effect personal service of the notice of the scheduled Sheriff's execution sale (the "Notice") upon Defendant, Nancy K. Sweep, a/k/a Nancy Kay Sweep, in the manner provided by Pa. R.C.P. 3129.2(c)(i)(A) at the address of original service, as evidenced by the copy of the Sheriff's Affidavit of Service attached to the foregoing Motion as Exhibit "A";
4. That on or about October 3, 2001, Plaintiff attempted to serve Defendant, Nancy K. Sweep, a/k/a Nancy Kay Sweep, with the Notice in the manner provided by Pa. R.C.P.

3129.2(c)(1)(i)(B) by certified mail, return receipt requested, at her home. Said Notice has not yet been returned to Plaintiff as of October 24, 2001;


5. That in accordance with Pa. R.C.P. 3129.2(b), the Sheriff posted handbills in his office and upon the mortgaged Property at least thirty (30) days before the scheduled sale;

6. That pursuant to 3129.2(d), a notice containing a brief description of the property, its location, any improvements, the judgment of the court on which the sale is being held, the name of the owner or reputed owner, and the time and place of sale was published by the Sheriff once a week for three successive weeks in a newspaper of general circulation in said county and in the legal publication, the first publication having been made less than 21 days before the date of sale; and

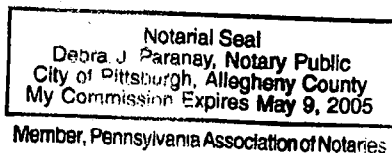
7. That the above information is true and correct to the best of Affiant's knowledge, information and belief.


Brett A. Solomon, Esquire

Sworn to and subscribed before
me this 24th day of October, 2001.


Notary Public

My Commission Expires:



160419.11:BF/#17950-26434

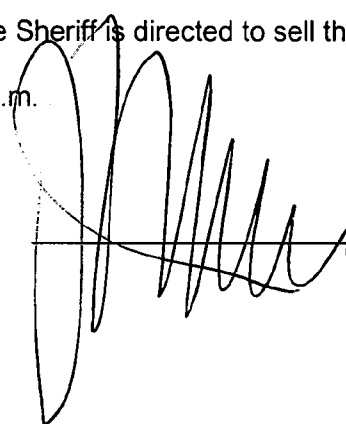
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-847-CD
Plaintiff,)	
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY)	
SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

ORDER OF COURT

AND NOW, this 29th day of October, 2001, the within Motion of First Commonwealth Bank, f/k/a Deposit Bank, is GRANTED. It is hereby ORDERED that Plaintiff's substantial compliance with Pa. R.C.P. 3129.2 is deemed sufficient notice thereunder to Defendant, Nancy K. Sweep, a/k/a Nancy Kay Sweep, of the pending Sheriff's execution sale of the property situate at Section 8, Lots 168, 169, 170, 171, Treasure Lake, DuBois, Clearfield County, Pennsylvania, Tax Parcel Nos. 128-C2-08-168-21, 128-C2-08-169-21, 128-C2-08-170-21 and 128-C2-08-171-21.

It is FURTHER ORDERED that the Sheriff is directed to sell the aforementioned property on Friday, November 16, 2001, at 10:00 a.m.

 P.J.

FILED

160419.1:BF
17950-26434

OCT 30 2001
019:081/KC
William A. Shaw
Prothonotary
Cathy Solomon
Kearney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)

P.R.C.P. 3180 TO 3183 and Rule 3257

FIRST COMMONWEALTH BANK,
f/k/a DEPOSIT BANK

vs.

NANCY K. SWEEP, a/k/a NANCY K.
SWEEP and ROBERT L. KEARNEY

No. _____ Term 1999 E.D.

No. _____ Term ____ A.D.

No. 847 Term 2001

WRIT OF EXECUTION
(MORTGAGE FORECLOSURE)

Commonwealth of Pennsylvania:

County of Clearfield:

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

To satisfy the judgment, interest and costs in the above matter you are directed to levy upon and sell the following property (specifically describe property below):

ALL the right, title, interest and claims of Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney, of, in and to the following described properties:

ALL that certain tract of land situate in the Treasure Lake Subdivision, Township of Sandy, being more fully described at DBV 1502, page 196. Tax Parcel I.D. No. 128-C2-08-168-21.

ALL that certain tract of land situate in the Treasure Lake Subdivision, Township of Sandy, being more fully described at DBV 1502, page 184. Tax Parcel I.D. No. 128-C2-08-169-21.

ALL those two certain tracts of land situate in the Treasure Lake Subdivision, Township of Sandy, being more fully described at Instrument No. 199900354. Tax Parcel I.D. Nos. 128-C2-08-170-21 and 128-C2-08-171-21.

Amount Due	\$100,389.55
Interest from 07/16/01 through 09/07/01 at \$19.6624 per diem	\$ 1,042.11
Foreclosure Fees	\$ <u>1,350.00</u>
Sub-Total	\$102,781.66
Costs (to be added by Prothonotary) <i>Prothonotary Costs</i>	\$ <u>120.00</u>
Additional interest to date of sale	\$ _____
TOTAL	\$ _____, plus costs

as endorsed.

Dated

8/10/01

(SEAL)

RECEIVED AUG 10 2001

@ 11:26 AM

Christina A. Handberg
by Margaret H. Pelt

Prothonotary, Common Pleas Court of
Clearfield County, Pennsylvania

By: _____

Deputy

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

No. _____ Term 1999 E.D.
No. _____ Term _____ A.D.
No. 847 Term 2001
First Commonwealth Bank, f/k/a
Deposit Bank

vs.

Nancy K. Sweep, a/k/a Nancy Kay
Sweep, and Robert L. Kearney

WRIT OF EXECUTION
(Mortgage Foreclosure)

Costs

Pro Pd.

Judg. Fee

Cr.

Sat.

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

Address: 1500 One PPG Place
Pittsburgh, PA 15222

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11426

FIRST COMMONWEALTH BANK ET AL

01-847-CD

VS.

SWEEP, NANCY K. A/K/A SWEEP, NANCY K. ET AL

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, SEPTEMBER 28, 2001, AT @5:27 PM A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, NOVEMBER 2, 2001, AT 10:00 AM O'CLOCK.

NOW, SEPTEMBER 28, 2001, CALLED ATTORNEY SOLOMON THAT A CHECK IN THE AMOUNT OF ONE HUNDRED TWENTY-FIVE (\$125.00) DOLLARS IS NEEDED FOR THE SHERIFF OF JEFFERSON COUNTY. ALSO, SALE DATE IS TO BE CHANGED TO FRIDAY, NOVEMBER 16, 2001, BECAUSE SERVICE WAS NOT MADE ON THE DEFENDANTS IN TIME FOR SALE TO BE HELD ON NOVEMBER 2, 2001.

NOW, OCTOBER 3, 2001, RECEIVED ATTORNEY CHECK #222071 IN THE AMOUNT OF ONE HUNDRED TWENTY-FIVE (\$125.00) DOLLARS FOR THE SHERIFF OF JEFFERSON COUNTY.

NOW, OCTOBER 3, 2001, SHERIFF THOMAS DEMKO OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON NANCY K. SWEEP, A/K/A NANCY KAY SWEEP AND ROBERT L. KEARNEY, DEFENDANTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11426

FIRST COMMONWEALTH BANK ET AL

01-847-CD

VS.

SWEEP, NANCY K. A/K/A SWEEP, NANCY K. ET AL

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, OCTOBER 16, 2001, RECEIVED A PHONE CALL FROM THE SHERIFF'S OFFICE OF JEFFERSON COUNTY, ROBERT L. KEARNEY HAS BEEN SERVED, RETURN WILL BE SENT AT A LATER DATE. IT WAS LEARNED THAT NANCY K. SWEEP, A/K/A NANCY KAY SWEEP IS A TRUCK DRIVER LIVING IN MINNEAPOLIS, MINNESOTA.

NOW, OCTOBER 16, 2001, CALLED BRETT A. SOLOMON, ATTORNEY FOR THE PLAINTIFF, THAT NANCY K. SWEEP, A/K/A NANCY KAY SWEEP HAS MOVED OUT OF STATE (MINNEAPOLIS, MINNESOTA).

NOW, OCTOBER 16, 2001, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ROBERT L. KEARNEY, DEFENDANT, BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE PART OF THIS RETURN.

NOW, OCTOBER 31, 2001, RECEIVED A FAX FROM BRETT A. SOLOMON, ATTORNEY FOR THE PLAINTIFF, WITH A COURT DATED OCTOBER 29, 2001, STATING THAT THE SALE CAN BE HELD ON NOVEMBER 16, 2001, AS PLAINTIFF'S SUBSTANTIAL COMPLIANCE WITH PA R.C.P. 3192.2 IS SUFFICIENT NOTICE TO NANCY K. SWEEP, A/K/A NANCY KAY SWEEP, DEFENDANT.

NOW, NOVEMBER 2, 2001, IT WAS ANNOUNCED THAT SALE IS CONTINUED TO NOVEMBER 16, 2001, AT 10:00 AM O'CLOCK.

NOW, NOVEMBER 16, 2001, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE (\$1.00) DOLLAR PLUS COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11426

FIRST COMMONWEALTH BANK ET AL

01-847-CD

VS.

SWEEP, NANCY K. A/K/A SWEEP, NANCY K. ET AL

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 19, 2001, SENT A BILL TO THE ATTORNEY FOR THE COSTS DUE ON SALE.

NOW, DECEMBER 14, 2001, RECEIVED PLAINTIFF CHECK #048259 IN THE AMOUNT OF FOUR THOUSAND FIVE HUNDRED THIRTEEN DOLLARS AND SIXTY-NINE CENTS (\$4,513.69) FOR COSTS DUE ON SALE.

NOW, JANUARY 9, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. PAID COSTS FROM ADVANCE WITH PLAINTIFF PAYING REMAINING COSTS. DEED WAS FILED THIS DATE.

SHERIFF HAWKINS \$243.78

SURCHARGE \$ 40.00

FILED

JAN 09 2002

01340 MCC
William A. Shaw
Prothonotary

Sworn to Before Me This

9th Day Of January 2002

WILLIAM A. SHAW
Prothonotary

My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

So Answers,

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



Clearfield County

SUITE 116
1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

CHESTER A. HAWKINS
SHERIFF

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR

DEPUTATION

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK
f/k/a DEPOSIT BANK

NO. 01-847-CD

VS

NANCY K. SWEEP
a/k/a NANCY KAY SWEEP AND
ROBERT L. KEARNEY

ACTION: WRIT OF EXECUTION, NOTICE OF SALE
AND COPY OF LEVY

SERVE BY: OCTOBER 2, 2001

OR

HEARING DATE:

SERVE: NANCY K. SWEEP A/K/A NANCY KAY SWEEP

ROBERT L. KEARNEY

ADDRESS: R.D. #2 BOX 363
BROCKWAY, PA 15824-9416

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

This deputation being made at the request and risk of the plaintiff
this 3rd day of OCTOBER 2001.

COPY

Respectfully,

Chester A. Hawkins
by Margaret H. Putt
CHESTER A. HAWKINS,
SHERIFF OF CLEARFIELD COUNTY

MAKE REFUND PAYABLE TO: ATTORNEY SOLOMON

No. 01-847-CD

Personally appeared before me, Terry Fedigan, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on October 16, 2001 at 11:20 o'clock A.M. served the Notice of Sheriff's Sale of Real Estate, Writ of Execution, and Copy of Sheriff's Levy of Real Estate upon ROBERT L. KEARNEY, Defendant, at his residence, R.D. #2, Box 363, Brockway, Township of Snyder, County of Jefferson, State of Pennsylvania by handing to him, personally, a true copy of the Notice, Writ and Levy, and by making known to him the contents thereof.

Now, October 23, 2001, I return the Notice of Sheriff's Sale of Real Estate, Writ of Execution, and Copy of Sheriff's Levy of Real Estate for NANCY K. SWEEP, a/k/a NANCY KAY SWEEP, Defendant, to Clearfield County, marked "not found; drives truck and lives in Minneapolis, Minnesota; address unknown".

Advance Costs Received:	\$125.00
My Costs:	\$ 37.64 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 39.64
Refunded:	\$ 85.36

Sworn and subscribed
to before me this 25th
day of October 2001
By Thomas A. Demko

So Answers,

Terry Fedigan Deputy
Thomas A. Demko Sheriff
JEFFERSON COUNTY, PENNSYLVANIA

**PROTHONOTARY
CLERK OF COURTS**
My Commission Expires
1st Monday of January 2002.
Jefferson County, PA

TUCKER ARENSBERG, P.C.

1500 One PPG Place
Pittsburgh, Pennsylvania 15222
Telefax: (412) 594-5619 (or 5618)

TELEFAX COVER PAGE

TO: Office of the Clearfield County Sheriff

FROM: Debbie Parany, Paralegal
Telephone: (412) 594-5554
E-Mail: dparany@tuckerlaw.com

DATE: October 31, 2001

TOTAL NUMBER OF PAGES (INCLUDING COVER SHEET): 2

☐ CONFIDENTIAL

☐ URGENT

☐ PLEASE REPLY

☐ FYI

MESSAGE:

**Re: First Commonwealth Bank vs.
Nancy K. Sweep, a/k/a Nancy Kay Sweep, and Robert L. Kearney
Case No. 01-847-CD; Sale Date November 16, 2001**

**Here is a copy of the Order of Court granting First Commonwealth Bank's Motion to
Determine Sufficiency of Service of Notice of Sheriff's Sale Under Pa. R.C.P. 3129.2.**

☐ Please confirm receipt of this fax by ☐ telephone ☐ fax to _____

☐ Due to prior transmission problems, we are resending ☐ pages _____ ☐ entire fax.

CONFIDENTIALITY NOTICE

THE DOCUMENTS ACCOMPANYING THIS FACSIMILE MESSAGE CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS LEGALLY PRIVILEGED. THE INFORMATION IS INTENDED ONLY FOR THE USE OF THE RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING OR DISTRIBUTION OF, OR THE TAKING OF ANY ACTION IN RELIANCE ON, THE CONTENTS OF THIS TELECOPIED INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY COLLECT TELEPHONE CALL AND RETURN THE FACSIMILE MESSAGE TO US AT THE ADDRESS BELOW VIA U.S. POSTAL SERVICE. THANK YOU.

CLIENT NO. 17950-26434

FAX NUMBER: (814) 765-5915

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK,	)	CIVIL DIVISION
)	
Plaintiff,	)	No. 01-847-CD
)	
vs.)	
)	
NANCY K. SWEEP, a/k/a NANCY KAY SWEEP, and ROBERT L. KEARNEY,)	
)	
Defendants.)	

ORDER OF COURT

AND NOW, this 29th day of October, 2001, the within Motion of First Commonwealth Bank, f/k/a Deposit Bank, is GRANTED. It is hereby ORDERED that Plaintiff's substantial compliance with Pa. R.C.P. 3129.2 is deemed sufficient notice thereunder to Defendant, Nancy K. Sweep, a/k/a Nancy Kay Sweep, of the pending Sheriff's execution sale of the property situate at Section 8, Lots 168, 169, 170, 171, Treasure Lake, DuBois, Clearfield County, Pennsylvania, Tax Parcel Nos. 128-C2-08-168-21, 128-C2-08-169-21, 128-C2-08-170-21 and 128-C2-08-171-21.

It is FURTHER ORDERED that the Sheriff is directed to sell the aforementioned property on Friday, November 16, 2001, at 10:00 a.m.

COPY


/s/ JOHN K. REILLY, JR.

P.J.

160419.1:BF
17950-26434

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

OCT 30 2001

Attest. 
Prothonotary

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, NOVEMBER 19, 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 16th day of NOVEMBER 2001, I exposed the within described real estate of NANCY K. SWEEP, NANCY K. SWEEP AND ROBERT L. KEARNEY

to public venue or outcry at which time and place I sold the same to FIRST COMMONWEALTH BANK, f/k/a DEPOSIT BANK 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		12.35
LEVY		15.00
MILEAGE		12.35
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		
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		9.00
COPIES / BILLING		11.00
BILLING - PHONE - FAX		20.00
TOTAL SHERIFF COSTS	\$	239.78

DEED COSTS:

REGISTER & RECORDER	\$	16.00
ACKNOWLEDGEMENT	****	5.00
TRANSFER TAX 2%		

TOTAL DEED COSTS \$ 21.00

2 extra pages 4.00

25.00

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 100,389.55
INTEREST FROM 7-16-01 TO 9-07-01	1,042.11

TOTAL DEBT & INTEREST \$ 101,431.66

COSTS:

ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	\$ 587.52
LATE CHARGES & FEES	
TAXES-Collector	\$ 2,233.94
TAXES-Tax Claim	\$ 2,097.70
COSTS OF SUIT-To Be Added	
LIST OF LIENS AND MORTGAGE SEARCH	\$ 140.00
FORCLOSURE FEES	4,350.00
ACKNOWLEDGEMENT	\$ 5.00
DEED COSTS	\$ 20.00
ATTORNEY COMMISSION	
SHERIFF COSTS	\$ 243.78
LEGAL JOURNAL AD	\$ 69.75
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	\$ 120.00

TOTAL COSTS \$ 5,513.69

COPY

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

SHERIFF OF JEFFERSON COUNTY
THOMAS A. DEMKO, SHERIFF
COURTHOUSE
BROOKVILLE, PA 15825

9164

60-416/313

DATE October 23, 2001

PAY
TO THE
ORDER OF TUCKER ARENSBERG

\$ 85.36

Eighty-five and 36/100

DOLLARS

BROOKVILLE OFFICE 03
db DEPOSIT BANK
BROOKVILLE, PA 15825
a division of **FIRST COMMONWEALTH BANK**
Member FDIC

VOID AFTER 90 DAYS

FOR First Commonwealth Vs. Sweep
Refund Advance Less Costs

⑈009164⑈ ⑆031304160⑆ 0909116165⑈

Expense Check



FIRST COMMONWEALTH BANK

Member FDIC

For SHERIFF SALE SWEEP & KEARNEY

048259

60-682/433

048259

Date 12/06/01

Pay FOUR THOUSAND FIVE HUNDRED THIRTEEN AND 69/100 DOLLARS

*****4,513.69

To the order of SHERIFF OF CLEARFIELD COUNTY

NBOC Bank
Central Offices Indiana, Pennsylvania

PJ McMiller

048259 043306826 01 1312612 3

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

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE CO. OF PENNSYLVANIA,
Plaintiff

vs.

DONALD W. KNEPP, JR. and
TERI L. KNEPP
Defendants

NO. 02-847-cd

ACTION IN MORTGAGE
FORECLOSURE

TO: Teri L. Knepp

DATE: April 28, 2003

IMPORTANT NOTICE

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO TAKE ACTION
REQUIRED OF YOU IN THIS CASE. UNLESS YOU ACT WITHIN TEN (10) DAYS FROM
THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU
WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER
IMPORTANT RIGHTS. YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE.
IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR
TELEPHONE THE FOLLOWING OFFICE TO FIND OUT WHERE YOU CAN GET LEGAL
HELP.

Raymond L. Billotte
Court Administrator
Clearfield County Courthouse
Clearfield, PA 16830
(814) 765-2641

REIDENBACH & HENDERSON

By: 

Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

APR 30 2003

William A. Shaw
Prothonotary

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

BENEFICIAL CONSUMER DISCOUNT
COMPANY d/b/a BENEFICIAL
MORTGAGE CO. OF PENNSYLVANIA,
Plaintiff

vs.

DONALD W. KNEPP, JR. and
TERI L. KNEPP
Defendants

NO. 02-847-cd

ACTION IN MORTGAGE
FORECLOSURE

PROOF OF SERVICE

I, HERBERT P. HENDERSON, II, ESQUIRE, of Reidenbach & Henderson hereby
certify that on April 28, 2003, I mailed by first class mail a copy of the Notice of Intention to
Take Default Judgment in the above matter upon the following:

Teri L. Knepp
735 North Allegheny Street, Apt. 3
Bellefonte, PA 16823-2600

REIDENBACH & HENDERSON

By:



Herbert P. Henderson, II, Esquire
Attorney for Plaintiff
Attorney I.D. #56304
36 East King Street
Lancaster, PA 17602
(717) 295-9159

FILED

NOV 11 4 16 PM '03

APR 30 2003

CC

William A. Shaw
Prothonotary