

01-1131-CD
MELLON BANK, N.A. -vs- SCOTT A. MARKEL et al

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

MELLON BANK, N.A., :
Plaintiff : NO. 01-1131-CO
v. :
: :
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

NOTICE TO DEFEND

TO THE ABOVE NAMED DEFENDANT:

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

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

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

FILED

JUL 13 2001

William A. Shaw
Prothonotary

DUNAWAY, WEYANDT, MCCORMICK
GERACE & MCGLAUGHLIN

By:

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

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Plaintiff	: NO.
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SCOTT A. MARKEL and	:
SHARON L. WISE, formerly known as	:
Sharon L. Markel,	:
Defendants	:

COMPLAINT IN MORTGAGE FORECLOSURE

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

2. Defendant-Mortgagor Scott A. Markel is an adult individual whose last known address is R.R. 3, Box 1109, Morrisdale, Pennsylvania 16858.

3. Defendant-Mortgagor Sharon L. Markel, is an adult individual who, based upon information and belief is residing at 46321 Redwood Way, California with a mailing address of P.O. Box 398, Gualala, California 95445.

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

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

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

BEING the same premises conveyed to Scott A. Markel and Sharon L. Markel by deed of Patrick H. Mowrey and Kim Mowrey Hobba, Trustees of the Kim Mowrey Hobba Family Trust and Kim Mowrey Hobba and Patrick H. Mowrey, individually, by deed dated November 30, 1995 and recorded in Clearfield County Deeds and Records Book 1724, Page 486.

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

6. The Defendants are in default with respect to the said Mortgage and Note because they have failed to make the payments due for the months of May, 2000 through May, 2001.

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

Unpaid Principal Balance:	\$40,289.31
Interest Through 5/15/01:	3,228.42
Late Charges:	<u>75.00</u>
TOTAL:	\$43,592.73

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

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

9. The Defendants are the present owners of the land.

10. Plaintiff has complied with the requirements of Act 6 of January 30, 1974, by forwarding a Notice of Intention to Foreclose to the Defendants on September 15, 2000, by certified mail. A true and correct copy of the notice is attached hereto as Exhibit "C" and incorporated herein by reference.

11. Plaintiff has complied with the requirements of Act 91 of 1983 by forwarding the required notice by certified mail to the Defendants. A true and correct copy of the notice is attached hereto as Exhibit "D".

12. A true and correct copy of the certified mail receipts by which the notices were mailed to Defendants and received by Defendants, or returned by the U.S. Post Office, are attached hereto as Exhibit "E".

13. Defendants have made no response to the Act 6 and Act 91 notices.

14. Plaintiff has performed all conditions precedent to its right to payment under the Mortgage and Note.

WHEREFORE, Plaintiff requests the entry of judgment in mortgage foreclosure against the Defendants in favor of Plaintiff in the amount of \$43,592.73 together with all interest, reasonable attorney's commission, expenses and costs of this suit.

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:

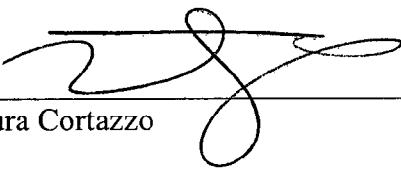
Ronald S. McGlaughlin, Esquire
Attorney for Plaintiff
919 University Drive
State College, PA 16801
(814) 231-1850

VERIFICATION

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF ALLEGHENY :
:

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

MELLON BANK, N.A.

By: 
Laura Cortazzo

Date: 5/24/01

Mortgage



Pennsylvania - Residential Property

11-23A Rev (9/94) I.C. 494 LD 197

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

SCOTT A MARKEL

SHARON L MARKEL

(hereinafter called "Mortgagor") and

MELLON BANK, N. A.

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

Whereas, SCOTT A MARKEL

SHARON L MARKEL

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

\$43,653.00

Dollars (\$ 43653.00)

evidenced by a note, contract or letter of credit application

(*the Note*) dated April 30, 1997:

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

and assigns all that certain property situated in

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

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

Page 1 of 5

the Mortgaged Property, nor will Mortgagor permit waste of the Mortgaged Property or alteration of improvements now or hereafter erected on the Mortgaged Property which would adversely affect its market value as determined by Mortgagee.

Sixth: The term "hazardous substances" includes any substances, materials, or wastes that are or become regulated by any governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive, or other properties that may be hazardous to human health or the environment, as well as any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended from time to time.

Mortgagor warrants that the Mortgaged Property does not contain any hazardous substances and that no physical conditions hazardous to human health or safety are present on the Mortgaged Property, except as previously disclosed to Mortgagee in writing. Mortgagor will neither cause nor permit the deposit, creation, or presence of any hazardous substances or the creation or existence of any physical condition hazardous to human health or safety on the Mortgaged Property. Mortgagor will comply at Mortgagor's expense with all laws, regulations, rules, ordinances, and orders of courts or governmental agencies regarding the Mortgaged Property, now or hereafter in existence, including but not limited to those relating to hazardous substances. If Mortgagor fails to do so, Mortgagee may, at its option, take any action it deems in its sole discretion to be necessary to effectuate such compliance.

Mortgagee shall have no obligation or liability at any time with regard to hazardous substances or any other physical conditions which may exist on the Mortgaged Property at any time. Mortgagor will indemnify and defend Mortgagee against any and all liabilities or losses of any type whatsoever which Mortgagee may incur by reason of any hazardous substances or other physical conditions which may exist on the Mortgaged Property at any time; provided, however, that if Mortgagee shall acquire sole possession of the Mortgaged Property, Mortgagor shall have no obligation under this paragraph on account of any condition which may thereafter come into existence and which was not caused by a previously existing condition. Mortgagor's obligations under this paragraph shall survive the termination and satisfaction of this Mortgage.

Seventh: Mortgagor shall keep the Mortgaged Property insured against loss by fire, all other hazards contemplated by the term "extended coverage," and such other risks and hazards as Mortgagee shall require, in such amounts as Mortgagee shall require. Mortgagor will purchase flood insurance as and to the extent required by Mortgagee. The insurer or insurers will be chosen by Mortgagor, subject to approval by Mortgagee; and approval shall not be unreasonably withheld. All insurance policies shall contain loss payable clauses in favor of Mortgagee and shall be cancelable by the insurer only after prior written notice by the insurer to Mortgagee. Mortgagor shall deliver written evidence of all such insurance to Mortgagee.

042997 11:25

If Mortgagor fails to obtain and keep in force any required insurance or fails to pay the premiums on such insurance, Mortgagee at its sole option may elect to do so. In the event of loss, Mortgagor shall give prompt notice to the insurer and Mortgagee. Mortgagee at its option may elect to make proof of loss if Mortgagor does not do so promptly, and to take any action it deems necessary to preserve Mortgagor's or Mortgagee's rights under any insurance policy.

Subject to the rights of the holders of any prior mortgage, insurance proceeds shall be applied to restoration or repair of the Mortgaged Property or to reduction of the Obligation, as Mortgagee may determine in its sole discretion. Mortgagor hereby appoints Mortgagee and its successors and assigns as Mortgagor's attorney-in-fact to endorse Mortgagor's name to any draft or check which may be payable to Mortgagor in order to collect such insurance proceeds.

Eighth: Mortgagor hereby agrees to repay to Mortgagee on demand all sums which Mortgagee has elected to pay under Paragraphs Fourth and Seventh and any costs which Mortgagee has incurred in taking actions permitted by Paragraph Sixth, and all such sums, as well as any amounts for which Mortgagor has agreed to indemnify Mortgagee under Paragraph Sixth, shall, until repaid to Mortgagee, be a part of the Obligation and bear interest at the highest rate permitted by law (but not exceeding the contractual rate or rates of interest applicable to the Obligation by the terms of the Note).

Ninth: Subject to the rights of the holders of any prior mortgage, Mortgagor hereby assigns to Mortgagee all proceeds of any award in connection with any condemnation or other taking of the Mortgaged Property or any part thereof, or payment for conveyance in lieu of condemnation.

Tenth: If the Mortgaged Property or any portion thereof consists of a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws, rules, and regulations of the condominium or planned unit development, and related documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded with this Mortgage, the covenants and agreements of such rider shall be incorporated herein as if the rider were a part hereof.

Eleventh: In order to further secure Mortgagee in the event of default in the payment of the Obligation or in the performance by Mortgagor of any of the covenants, conditions, or agreements contained herein, Mortgagor hereby assigns and transfers to Mortgagee and its successors and assigns any and all leases on the Mortgaged Property or any part thereof, now existing or which may hereafter be made at any time, together with any and all rents, issues, and profits arising from the Mortgaged

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

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

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

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

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

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

THIS DEED AND COVENANT
is recorded in the Recorder's Office of
Clearfield County, Pennsylvania.



Karen L. Starck

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTITLED OF RECORD
TIME 1:28pm 5597
BY McCloskey Bank
FEES 15.50
Karen L. Starck, Recorder

Signatures

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

Witness Jacqueline S. Ciamacco Mortgagor, SCOTT A. MARKEL (Seal)
Witness Jacqueline S. Ciamacco Mortgagor
Witness Jacqueline S. Ciamacco Mortgagor, SHARON L. MARKEL (Seal)
Witness Jacqueline S. Ciamacco Mortgagor
Witness Jacqueline S. Ciamacco Mortgagor (Seal)

Certificate of Residence of Mortgagee

MELLON BANK, N. A. , Mortgagee within named,

hereby certifies that its principal place of business is at _____

MELLON BANK CENTER PITTSBURGH, PENNSYLVANIA 15258

MELLON BANK, N. A.

By: Kimberly L. Barnett

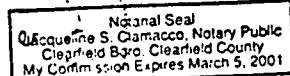
Notarization (Individual)

COMMONWEALTH OF PENNSYLVANIA

County of Clearfield

On the 30 day of April, 1997, before me personally came
SCOTT A. MARKEL SHARON L. MARKEL , who, being

duly sworn, did acknowledge that they did sign the foregoing instrument, and that the same is their free act and deed. In testimony whereof, I have hereunto subscribed my name.



Notary Public
X Jacqueline S. Ciamacco
My Commission Expires:

County _____

Recorder's Acknowledgment

Commonwealth of Pennsylvania

County of _____

} ss.

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

_____, in Mortgage Book Volume _____, page _____.

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

Recorder

X

042997 11:25

Page 4 of 5

From SCOTT A MARKEL
SHARON L MARKEL

To MELLON BANK, N. A.

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

G00478435
0100 00152

Legal Descriptions: All that certain property situated in the BOROUGH OF OSCEOLA, in the County Of CLEARFIELD, and Commonwealth of PENNSYLVANIA, being described as follows: PARCEL 16-013-381-16 and being more fully described in a deed dated 11/30/95, and recorded 12/15/95, among the land records of the county and state set forth above, in Deed Book 1724, page 486.

IL-286 Rev.(9/94) LC 8/94 LD 3/97

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042997 11:25

Entered of Record 5-5 1997 1:28 p.m. Karen L Starck, Recorder

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

Vehicle Type	Make	Model	Serial Number	Model Number
Car	13 Used			

Payment Methods: I choose to make payments by the method checked below:

Payment Method #1: I authorize you to take payments not on or after the dates they are due. I will keep a large enough balance in this account to cover the full amounts of the required payments.

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

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

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

Lender FARMERS FIRE Agent (if known) SIMLER INSURANCE

Flood insurance is required as connecting with this loss

is not If flood insurance or other insurance on real or personal property is required as connecting with this loss, I may obtain such insurance from anyone I want that is acceptable to you.

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

Notice to Creditor

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

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

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

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

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

Borrower SCOTT A. MARVEL

Scott A. Marvel
Borrower SHARON L. MARVEL

Sharon L. Marvel

Borrower

(Seal)

(Seal)

Borrower

(Seal)

(Seal)

Borrower

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

NOTICE: If I have a dispute with you regarding my loan, I understand that any check or other instrument I submit to you as payment in full of my loan must be sent or delivered to Mellon Bank, N.A., P.O. Box 533991, Pittsburgh, PA 15253-5991 or any other address for such payments you advise me of in the future.

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

Additional Terms**Event of Default**

I will be in default under this note if: (1) any payment is not made when it is due; (2) I break any promise in this note; (3) you discover or believe any false or misleading statement in this note or in any other information I have given; (4) anyone attempts to seize, attach, or remove my interest in the Collateral under any legal process; (5) the Collateral is lost, destroyed, stolen, or abandoned; (6) I die; (7) I make any assignment for the benefit of creditors; (8) I become insolvent; (9) any petition relating to my debts is filed under any federal or state bankruptcy law; (10) I default under the terms of any lease, mortgage, or deed of trust on the property where the Collateral is located; except (11) anyone attempts to garnish or attach any deposit or other property belonging to me which is in your possession; or (12) any insurance policy securing this note matures for any reason; (13) any event occurs which, under the terms of the insurance or deed of trust securing this note, gives you the right to foreclose on the property securing this note; any person who signs a separate security agreement to secure this note breaks any promise in the security agreement; any person who signs a mortgage, deed of trust, or separate security agreement to secure this note dies, becomes insolvent, or makes any assignment for the benefit of creditors; any petition relating to such a person's debts is filed under any federal or state bankruptcy law; or (14) I make any false or misleading statement in such a mortgage, deed of trust, or security agreement.

Your Rights in the Event of Default:

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

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

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

My Duties Regarding the Collateral:

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

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

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

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

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

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

Insurance:

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

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

Miscellaneous:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCOTT A. MARKEL

SCAM

(initials)

SHARON L. MARKEL

SLM

(initials)

(initials)

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

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

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

WAYLAND F. DUNAWAY
RETIRIED

June 7, 2001

CERTIFIED MAIL #7099 3400 0012 9167 1863

Scott A. Markel
402 Sarah Street
Osceola, PA 16666

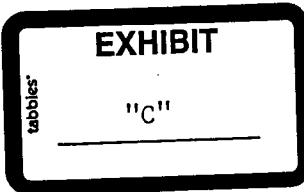
NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mr. Markel:

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You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$6,133.78, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.



Scott A. Markel
June 7, 2001
Page 2

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

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage.

It is estimated that the earliest date that a Sheriff's sale could be held would be approximately October, 2001. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

You should realize that a Sheriff's sale will end your ownership of the mortgaged property and your right to remain in it. If you continue to live in the property after the Sheriff's sale, a lawsuit could be started to evict you.

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT TO SELL THE PROPERTY TO OBTAIN MONEY TO PAY OFF THE MORTGAGE DEBT OR TO BORROW MONEY FROM ANOTHER LENDING INSTITUTE TO PAY OFF THIS DEBT. YOU MAY HAVE THE RIGHT TO SELL OR TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE TO A BUYER OR TRANSFeree WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely yours,

Ronald S. McGlaughlin

RSM/jrc

DUNAWAY, WEYANDT, MCCORMICK, GERACE & McGLAUGHLIN

ATTORNEYS AT LAW
919 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801

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

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

WAYLAND F. DUNAWAY
RETIRED

June 7, 2001

CERTIFIED MAIL #7099 3400 0012 9167 1931

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

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Mr. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through June, 2001. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from June 1, 2001, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$6,133.78.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$6,133.78, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

If you do not cure the default within THIRTY (30) DAYS, the Bank intends to exercise its right to accelerate the mortgage payments. This means that whatever is owing on the original amount borrowed will be considered due immediately, and you may lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within THIRTY (30) DAYS, the Bank has instructed me to start a lawsuit to foreclose your mortgaged property. If the mortgage is foreclosed, your mortgage property will be sold by the Sheriff to pay off the mortgage debt. If you cure the default before legal proceedings are instituted against you, you will still have to pay the reasonable attorney's fees actually incurred up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe the Bank, which may also include the Bank's reasonable costs. If you cure the default within the thirty-day period, you will not be required to pay attorney's fees.

Scott A. Markel
June 7, 2001
Page 2

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

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately October, 2001. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

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If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely yours,

Ronald S. McGlaughlin

RSM/jrc

DUNAWAY, WEYANDT, MCCORMICK, GERACE & McGLAUGHLIN

ATTORNEYS AT LAW

919 UNIVERSITY DRIVE

STATE COLLEGE, PA 16801

(814) 231-1850

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WAYLAND F. DUNAWAY

RETIRED

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

June 7, 2001

CERTIFIED MAIL #7099 3400 0012 9167 1870

Sharon L. Markel
P.O. Box 398
Gualala, CA 95445

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Ms. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through June, 2001. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from June 1, 2001, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$6,133.78.

You may cure this default within THIRTY (30) DAYS of the date of this letter by paying to us the above amount of \$6,133.78, plus any additional monthly payments, interest and late charges which may fall due during this period. Such payment must be made either by cash, cashier's check, certified check or money order and made at Mellon Bank, N.A., 501 Third Street, Tyrone, Pennsylvania, or any other local Mellon Bank office more convenient to you.

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**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Sharon L. Markel
June 7, 2001
Page 2

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

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage. It is estimated that the earliest date that a Sheriff's sale could be held would be approximately October, 2001. A notice of the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling the undersigned at (814) 231-1850. This payment must be in cash, cashier's check, certified check or money order and made payable to the Bank at the address stated above.

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If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely yours,

Ronald S. McGlaughlin

RSM/jrc

NOTICE OF DEBT COLLECTION

TO: Sharon L. Markel
P.O. Box 398
Gualala, CA 95445

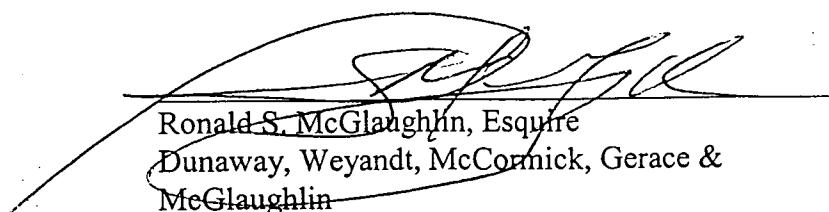
RE: Mellon Bank Mortgage Debt
Account No. 152-1045733
Principal Balance: \$40,289.31
Interest through 5/15/01: \$3,228.42

Please be advised that this law firm has been retained to collect the outstanding balance due and owing under the Mortgage of the above-named decedent with Mellon Bank. The balance listed above will change based upon per diem interest which is accruing at the rate of \$9.33 per day. You may contact our office to discuss the current balance due and to make any arrangements to pay this amount.

Unless you dispute the validity of this debt or any portion thereof within thirty (30) days of the receipt of this letter, I will assume that the debt is valid. If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt due and mail you a copy. In addition, please be advised that the creditor of this debt is Mellon Bank, N.A.

If you have filed for bankruptcy and have received a discharge in your case, you no longer have any personal responsibility to pay the obligations referenced herein. Mellon Bank still retains rights to the property which secured your original obligation and may exercise any rights with respect to that collateral. In the event you reaffirmed your obligation with Mellon Bank as referenced herein, then you still have personal liability to pay the same.

If you would like to discuss this matter with me, please feel free to contact me.



Ronald S. McGlaughlin, Esquire
Dunaway, Weyandt, McCormick, Gerace &
McGlaughlin
919 University Drive
State College, PA 16801
(814) 231-1850

DUNAWAY, WEYANDT, MCCORMICK, GERACE & McGLAUGHLIN

ATTORNEYS AT LAW

919 UNIVERSITY DRIVE

STATE COLLEGE, PA 16801

(814) 231-1850

FAX (814) 231-1860

dunlaw@mindspring.com

WAYLAND F. DUNAWAY

RETIRED

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

June 7, 2001

CERTIFIED MAIL #7099 3400 0012 9167 1887

Sharon L. Markel
402 Sarah Street
Osceola, PA 16666

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

Dear Ms. Markel:

The Mortgage held by Mellon Bank, N.A. (hereinafter "Bank") on your property located at 402 Sarah Street, Osceola, Pennsylvania 16666, IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$432.77 for the months of May, 2000 through June, 2001. Late charges have also accrued in the amount of \$75.00. Interest will accrue on the loan from June 1, 2001, at the rate of \$9.33 per diem. The total amount now required to cure this default, or in other words, get caught up in your payments, as of the date of this letter is \$6,133.78.

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**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Sharon L. Markel
June 7, 2001
Page 2

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

If you have not cured the default within the thirty-day period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale and perform any other requirement under the mortgage.

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If you cure the default, the mortgage will be restored to the same position as if no default had occurred. However, you are not entitled to this right to cure your default more than three times in any calendar year.

Sincerely yours,

Ronald S. McGlaughlin

RSM/jrc

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

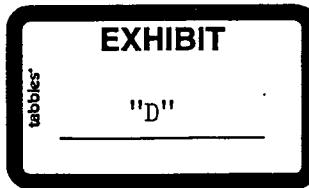
**The Commonwealth of Pennsylvania's
Homeowner's Emergency Mortgage Assistance
Program**

may be able to help you.

Read the attached notice to find out how the
program works.

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

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



ACT 91 NOTICE
IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
PLEASE READ THIS NOTICE.

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

Date: June 7, 2001
RE: Account No. 152-1045733

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

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face -to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is: Laura Cortazzo, Mellon Bank, N.A., Two Mellon Bank Center, Room AB-50, Pittsburgh, Pennsylvania 15259, telephone number (412) 234-6637.

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

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is

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

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

CLEARFIELD COUNTY

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

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX # (412) 465-5118

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

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

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

**The Commonwealth of Pennsylvania's
Homeowner's Emergency Mortgage Assistance
Program**

may be able to help you.

Read the attached notice to find out how the
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If you need more information call the **Pennsylvania
Housing Finance Agency at 1(800) 342-2397**

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

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

ACT 91 NOTICE
IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE PROGRAM
PLEASE READ THIS NOTICE.

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

Date: June 7, 2001
RE: Account No. 152-1045733

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

You may be eligible for financial assistance that will prevent foreclosure on your mortgage if you comply with the provisions of the Homeowners' Emergency Mortgage Assistance Act of 1983 (the "Act"). You may be eligible for emergency temporary assistance if your default has been caused by circumstances beyond your control, you have a reasonable prospect of resuming your mortgage payments, and if you meet other eligibility requirements established by the Pennsylvania Housing Finance Agency. Please read all of this Notice. It contains an explanation of your rights.

Under the Act, you are entitled to a temporary stay of foreclosure on your mortgage for thirty (30) days from the date of this Notice. During that time you must arrange and attend a "face -to-face" meeting with a representative of this lender, or with a designated consumer credit counseling agency. The purpose of this meeting is to attempt to work out a repayment plan, or to otherwise settle your delinquency. This meeting must occur in the next thirty (30) days.

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting. The name, address and telephone number of our representative is: Laura Cortazzo, Mellon Bank, N.A., Two Mellon Bank Center, Room AB-50, Pittsburgh, Pennsylvania 15259, telephone number (412) 234-6637.

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

Your mortgage is in default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is

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

\$6,133.78. That sum includes the following: monthly payments in the amount of \$432.77 from May, 2000 through June, 2001 and late charges in the amount of \$75.00.

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

If you have tried and are unable to resolve this problem at or after your face-to-face meeting, you have the right to apply for financial assistance from the Homeowners' Emergency Mortgage Assistance Fund. In order to do this, you must fill out, sign and file a completed Homeowners' Emergency Assistance Application with one of the designated consumer credit counseling agencies listed on the attachment. An application for assistance may only be obtained from a consumer credit counseling agency. The consumer credit counseling agency will assist you in filling out your application and will submit your completed application to the Pennsylvania Housing Finance Agency. Your application must be filed or postmarked within thirty (30) days of your face-to-face meeting.

It is extremely important that you file your application promptly. If you do not do so, or if you do not follow the other time periods set forth in this letter, foreclosure may proceed against your home immediately.

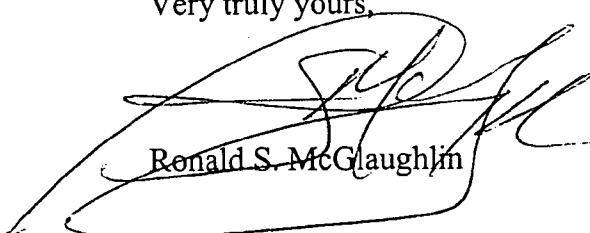
Available funds for emergency mortgage assistance are very limited. They will be disbursed by the Agency under the eligibility criteria established by the Act.

It is extremely important that your application is accurate and complete in every respect. The Pennsylvania Housing Finance Agency has sixty (60) days to make a decision after it receives your application. During that additional time, no foreclosure proceedings will be pursued against you if you have met the time requirements set forth above. You will be notified directly by that Agency of its decision on your application.

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, Post Office Box 15530, Harrisburg, Pennsylvania 17105. Telephone No. (717) 780-3800 or 1-800-342-2397 (toll free number). Persons with impaired hearing can call (717) 780-1869.

In addition you may receive another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclosure". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, you cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,



Ronald S. McGlaughlin

RSM/jrc

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

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

CLEARFIELD COUNTY

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

Indiana County Community Action Program
827 Water Street, Box 187
Indiana, PA 15701
(412) 465-2657
FAX # (412) 465-5118

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

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

NOTICE OF DEBT COLLECTION

TO: Sharon L. Markel
P.O. Box 398
Gualala, CA 95445

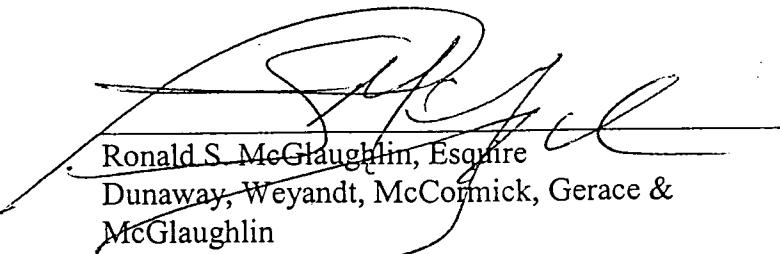
RE: Mellon Bank Mortgage Debt
Account No. 152-1045733
Principal Balance: \$40,289.31
Interest through 5/15/01: \$3,228.42

Please be advised that this law firm has been retained to collect the outstanding balance due and owing under the Mortgage of the above-named decedent with Mellon Bank. The balance listed above will change based upon per diem interest which is accruing at the rate of \$9.33 per day. You may contact our office to discuss the current balance due and to make any arrangements to pay this amount.

Unless you dispute the validity of this debt or any portion thereof within thirty (30) days of the receipt of this letter, I will assume that the debt is valid. If you notify us in writing within the thirty (30) day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt due and mail you a copy. In addition, please be advised that the creditor of this debt is Mellon Bank, N.A.

If you have filed for bankruptcy and have received a discharge in your case, you no longer have any personal responsibility to pay the obligations referenced herein. Mellon Bank still retains rights to the property which secured your original obligation and may exercise any rights with respect to that collateral. In the event you reaffirmed your obligation with Mellon Bank as referenced herein, then you still have personal liability to pay the same.

If you would like to discuss this matter with me, please feel free to contact me.



Ronald S. McGlaughlin, Esquire
Dunaway, Weyandt, McCormick, Gerace &
McGlaughlin
919 University Drive
State College, PA 16801
(814) 231-1850

7099 3400 0012 0012 9167 1863

PS Form 3800, July 1999

Article Sent To:	
Scott A. Market	
402 Sarah St.	
Oscola, PA 16666	
See Reverse for Instructions	
Name (Please Print Clearly) (to be completed by mailer)	
Scott A. Market	
Street, Apt. No. or P.O. Box No.	
402 Sarah St.	
City, State, Zip+4	
Oscola, PA 16666	
PS Form 3800, July 1999	

Total Postage & Fees \$ 3.74

7099 3400 0012 0012 9167 1863

PS Form 3800, July 1999

Article Sent To:	
Scott A. Market	
402 Sarah St.	
Oscola, PA 16666	
See Reverse for Instructions	
Name (Please Print Clearly) (to be completed by mailer)	
Scott A. Market	
Street, Apt. No. or P.O. Box No.	
402 Sarah St.	
City, State, Zip+4	
Oscola, PA 16666	
PS Form 3800, July 1999	

Total Postage & Fees \$ 3.74

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

Article Sent To:

Scott A. Market

402 Sarah St.

Oscola, PA 16666

Postage \$.34

Certified Fee 1.90

Return Receipt Fee 1.50

(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Total Postage & Fees \$ 3.74

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

Scott A. Market

Street, Apt. No. or P.O. Box No.

402 Sarah St.

City, State, Zip+4

Oscola, PA 16666

PS Form 3800, July 1999

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

SENDER: COMPLETE THIS SECTION

A. Received by (Please Print Clearly) B. Date of Delivery
Scott Market 6-8-91

C. Signature Agent Addressee

X Scott A. Market

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below:
1. Article Addressed to:
Scott A. Market

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

Article Sent To:

Scott A. Market

402 Sarah St.

Oscola, PA 16666

Postage \$.34

Certified Fee 1.90

Return Receipt Fee 1.50

(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Total Postage & Fees \$ 3.74

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

Scott A. Market

Street, Apt. No. or P.O. Box No.

402 Sarah St.

City, State, Zip+4

Oscola, PA 16666

PS Form 3800, July 1999

2. Article Number (Copy from service label)
7099 3400 0012 9167 1863

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

4. Restricted Delivery? (Extra Fee) Yes

1. Article Addressed to:
Scott A. Market

402 Sarah St.

Oscola, PA 16666

5. Is delivery address different from item 1? Yes
If YES, enter delivery address below:
1. Article Addressed to:
Scott A. Market

6. Restricted Delivery? (Extra Fee) Yes

7. Article Number (Copy from service label)
7099 3400 0012 9167 1863

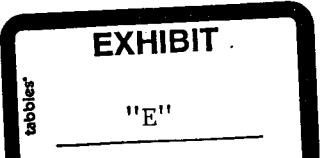
PS Form 3811, July 1999

1. Domestic Return Receipt
102595-99-M-1789

2. Domestic Return Receipt
102595-99-M-1789

3. Domestic Return Receipt
102595-99-M-1789

4. Domestic Return Receipt
102595-99-M-1789



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

Article Sent To:

5267	2916	Article Sent To:
------	------	------------------

Postage	\$ 3.95
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.95

10/10/01
Scott A. Market
402 Sarah St.
Oscoda, PA 16666

Postmark Here	6-11-01
Street, Apt. No. or P.O. Box No.	402 Sarah St.
Civ. State, ZIP+4	Oscoda, PA 16666
F.S. Form 3811, July 1999	

SENDER: COMPLETE THIS SECTION

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
Scott Market	6-11-01
C. Signature	<input checked="" type="checkbox"/> Agent

X Scott Market Addressee
D. Is delivery address different from item 12? Yes
If YES, enter delivery address below: No

RR 3 Box 1104
Morrisdale, PA 16858

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)
7099 3400 00512 9167 1894

PS Form 3811, July 1999
102595-99-M-1789

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

Article Sent To:

5267	2916	Article Sent To:
------	------	------------------

Postage	\$.55
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.95

Postmark Here	6-11-01
Street, Apt. No. or P.O. Box No.	123 Box 1109
Civ. State, ZIP+4	Oscoda, PA 16858
F.S. Form 3800, July 1989	
See Reverse for Instructions	

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)	B. Date of Delivery
Scott Market	6-8-01
C. Signature	<input checked="" type="checkbox"/> Agent

X Scott Market Addressee
D. Is delivery address different from item 17? Yes
If YES, enter delivery address below: No

RR 3 Box 1104
Oscoda, PA 16858

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

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Copy from service label)

PS Form 3811, July 1999
102595-99-M-1789

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

(Domestic Mail Only; No Insurance Coverage Provided)

Article Sanc Yen

Postage	\$.34
Certified Fee	1.96
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
total Postage & Fees	\$.374

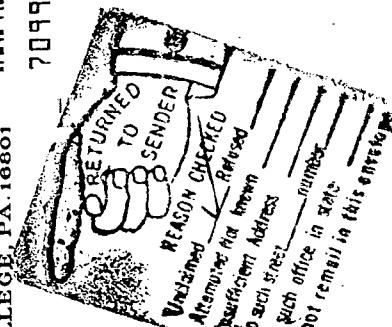
Name (Please Print Clearly) (to be completed by mailer)	
JOSEPH L. MATKEL	
Street, Apt. No., or PO Box No.	
402	11th St.
City, State, Zip + 4	
West Chester, PA 19380	

PS Form 3800. July 1990

CERTIFIED MAIL



DUNAWAY, WEYANDT, McCORMICK, GERACE
ATTORNEYS AT LAW
910 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801



Sharon L. Markel
4028 Sarah Street
Oscoda, MI 48650

NAME WATANABE 1 REC'D.
1st Notice 1 24/01/21
2nd Notice 1 6/02/21
Return 1

Guatulca CA

4711111 - 2000

2099 3400 0012 9167 1870

2099 3400 0012 9167 1870

Name (Please Print Clearly to be completed by Mailer)	
Sharon L. Market	
P.O. Box 398	
Guadalala, CA 95445	
Street, Apt. No. or Box No.	
Box 398	
City, State, Zip+4	
Guadalala, CA 95445	

PS Form 3800, July 1999

See Reverse for Instructions

Postage	\$.34
Certified Fee	\$ 1.90
(Endorsement Required)	\$ 1.50
Restricted Delivery Fee (Endorsement Required)	\$.24
Total Postage & Fees	\$ 3.74

Postmark
Here

6/17/01

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; Non-Insurance Coverage Provided)

Article Sent To:

7099 3400 0012 9167 1917

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

Article Sent To: [REDACTED]

Postage	\$.55
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.95

Postmark Here
6/1/01

Name (Please Print Clearly) (to be completed by mailer)
Sharon L. Markel
Street, Apt. No. or PO Box No.
402 Sarah St.
City, State, ZIP+4
Osceola, PA 16666

PS Form 3800, July 1999
See Reverse for Instructions

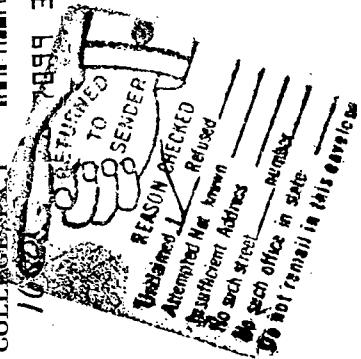
CERTIFIED MAIL

DUNAWAY, WEYANDT, MCGORMICK, GER
ATTORNEYS AT LAW
1010 UNIVERSITY DRIVE
STATE COLLEGE, PA 16801



111 100 \$ 03.950 RE \$ 584543
3010 4822 STATE COLLEGE PA 16801
JUR 07 01

1917



Sharon L. Markel
402 Sarah Street
Osceola, PA 16666

NAME: [REDACTED]
1st Return 11/01
2nd Return 6/21/01
3rd Return 6/26/01

Sharon L. Markel
402 Sarah Street
Osceola, PA 16666

6/1/01

2nd Name John D. S.
1st Name John D. S.
Name John D. S.

NAME

Sharon L. Markel
P.O. Box 398
Gualala, CA 95445

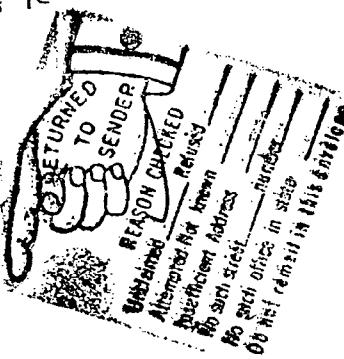


7099 3400 0012 91900

482 STATE COLLEGE Pk 16801
129 0701
3051 # 03.950 FB 6584 5153



STATE COLLEGE, PA, 16801
06 DIVISIONAL MAIL
ATTORNEYS AT LAW
DUNAWAY, WEYANDT, MCGOWNICK, GRAGCIE



CERTIFIED MAIL

DO NOT USE LINE

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

Article Sent To:

1900
9167 9168 2100 0012

Postage	\$. 55
Certified Fee	1.90
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.95

Name (Please Print Clearly) (to be completed by mailer)
Sharon L. Markel

Street, Apt. No. P.O. Box No.
100 Box 398

City, State, Zip+4
Gualala, CA 95445

PS Form 3600, July 1999

See Reverse for Instructions

FILED

JUL 13 2001
2001-1343 Lath
William A. Shaw
Prothonotary

McLaughlin

PD \$80.00

1cc Sheriff
1cc City of McLaughlin

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

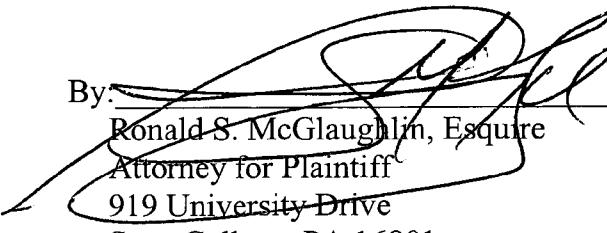
MELLON BANK, N.A., :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CENTRE :
:

I, Ronald S. McGlaughlin, Esquire, do hereby swear and affirm, that service of the Mortgage Foreclosure Complaint filed in the above matter on July 13, 2001 was made upon Sharon L. Wise, formerly known as Sharon L. Markel, pursuant to Pennsylvania Rules of Civil Procedure 4003, by mailing to her by certified mail a copy of the Complaint and a copy of the return receipt-green card showing the said Sharon L. Wise accepted service of the same on September 26, 2001 is attached hereto as Exhibit "A" and made a part hereof.

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By: 

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

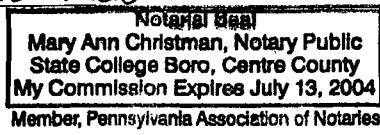
FILED

OCT 10 2001

M12131/no
Mary A. Shaw
Notary
E. K. D.

Sworn to and subscribed before me
this 9th day of October, 2001

Mary Ann Christman
Notary Public



SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Sharon L. Wise
P.O. Box 398
Gualala, CA 95445

2. Article Number (Copy from service label)

7099 3400 0012 9166 9976

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

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

C. Signature

Sharon L. Wise 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

102595-99-M-1789

EXHIBIT**"A"**

tabbies®

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

CITIZENS BANK OF PENNSYLVANIA,:

Plaintiff : NO. 01-1131-CD

v.

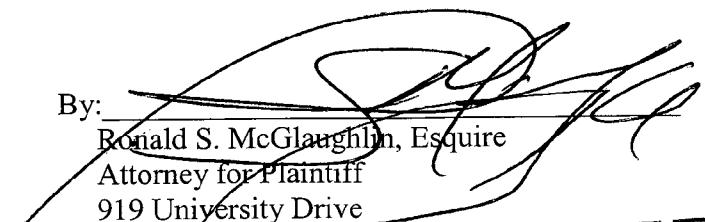
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: ss:
COUNTY OF CENTRE :

I, Ronald S. McGlaughlin, Esquire, attorney for Plaintiff, Citizens Bank of Pennsylvania, being duly sworn according to law, hereby depose and say that true and correct copies of the Notice of Sheriff's Sale in the above-captioned action were mailed on February 21, 2002, by United States mail, certified delivery to Defendants, with Defendant, Sharon L. Wise, having been served her copy of said Notice on March 5, 2002 and Defendant, Scott A. Markel, having been served his copy of said Notice on February 25, 2002, and by first-class delivery to First Conseco Finance Consumer Discount Co., Terrence J. McCabe, Esquire, Domestic Relations Section and Green Tree Consumer Discount Company, at the addresses as listed on Exhibit "A" attached hereto. Certified Mail receipts and Certificates of Mailing are attached hereto as Exhibit "B".

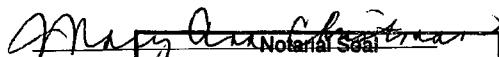
DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By: 

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

FILED

Sworn to and subscribed before me
this 20th day of March, 2002


Notary Public
Mary Ann Christman, Notary Public
State College Boro, Centre County
My Commission Expires June 13, 2004
Member, Pennsylvania Association of Notaries

MAR 22 2002
12:30 PM
William A. Shaw
Prothonotary

			
<p>U.S. POSTAL SERVICE CERTIFICATE OF MAILING</p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p> <p>Received Burnaway, Weyandt, McCormick Attorneys at Law, 919 University Drive, State College, PA 16801</p> <p>One piece of ordinary mail addressed to:</p> <p>Conseco Finance Consumer Discount Co. 7360 Kyrene Rd. Tempe, AZ 85283</p>		<p>U.S. POSTAL SERVICE CERTIFICATE OF MAILING</p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p> <p>Received Gerace & McGlaughlin Attorneys at Law, 16801 FEB 21 2002</p> <p>One piece of ordinary mail addressed to:</p> <p>State College, PA 16832</p>	
<p>PS Form 3817, January 2001</p> <p>U.S. POSTAL SERVICE CERTIFICATE OF MAILING</p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p> <p>Received Burnaway, Weyandt, McCormick Attorneys at Law, 919 University Drive, State College, PA 16801</p> <p>One piece of ordinary mail addressed to:</p> <p>Conseco Finance Consumer Discount Co. 7360 Kyrene Rd. Tempe, AZ 85283</p>		<p>PS Form 3817, January 2001</p> <p>U.S. POSTAL SERVICE CERTIFICATE OF MAILING</p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p> <p>Received Gerace & McGlaughlin Attorneys at Law, 16801 FEB 21 2002</p> <p>One piece of ordinary mail addressed to:</p> <p>State College, PA 16832</p>	

<p>U.S. POSTAL SERVICE CERTIFICATE OF MAILING</p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p> <p>Received Burnaway, Weyandt, McCormick Attorneys at Law, 919 University Drive, State College, PA 16801</p> <p>One piece of ordinary mail addressed to:</p> <p>Conseco Finance Consumer Discount Co. 7360 Kyrene Rd. Tempe, AZ 85283</p>	
<p>PS Form 3817, Mar. 1989</p> <p>U.S. POSTAL SERVICE CERTIFICATE OF MAILING</p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p> <p>Received Burnaway, Weyandt, McCormick Attorneys at Law, 919 University Drive, State College, PA 16801</p> <p>One piece of ordinary mail addressed to:</p> <p>Conseco Finance Consumer Discount Co. 7360 Kyrene Rd. Tempe, AZ 85283</p>	
<p>PS Form 3817, Mar. 1989</p> <p>U.S. POSTAL SERVICE CERTIFICATE OF MAILING</p> <p>MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER</p> <p>Received Burnaway, Weyandt, McCormick Attorneys at Law, 919 University Drive, State College, PA 16801</p> <p>One piece of ordinary mail addressed to:</p> <p>Conseco Finance Consumer Discount Co. 7360 Kyrene Rd. Tempe, AZ 85283</p>	

EXHIBIT

"B"

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Scott A. Market
RR 3, Box 1109
Morrisdale, PA 16858

2. Article Number*(Transfer from service label)*

7099 3400 0012 4560 8150

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

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

Scott A. Market 2-25-02

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

X Scott A. Market

 Agent Addressee**D. Is delivery address different from item 1?** Yes*If YES, enter delivery address below:* No**3. Service Type**

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

4. Restricted Delivery? (Extra Fee) Yes**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:

Sharon L. Wise
P.O. Box 398
Gualala, CA 95445

2. Article Number*(Transfer from service label)*

7099 3400 0012 4560 8167

PS Form 3811, March 2001

Domestic Return Receipt

102595-01-M-1424

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

Sharon L. Wise

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

X Sharon L. Wise

 Agent Addressee**D. Is delivery address different from item 1?** Yes*If YES, enter delivery address below:* No**3. Service Type**

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

4. Restricted Delivery? (Extra Fee) Yes

FILED

MAR 22 2002

**William A. Shaw
Prothonotary**

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

MELLON BANK, N.A. (formerly :
Citizens Bank of Pennsylvania), : NO. 01-1131-CD
Plaintiff :
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF CENTRE :
:

I, Ronald S. McGlaughlin, Esquire, attorney for Plaintiff, Mellon Bank, N.A., being duly sworn according to law, hereby depose and say that a true and correct copy of the Amended Notice of Sheriff's Sale in the above-captioned action was mailed on May 20, 2002, by United States mail, first-class delivery addressed to the following:

Conseco Financial
Attn: Carol Gosser
P.O. Box 1158
Wexford, PA 15090

A Certificate of Mailing is attached hereto as Exhibit "A."

FILED

MAY 22 2002
m 12101 NOCC
William A. Shaw
Notary

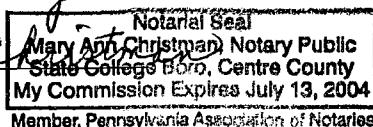
DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:

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

Sworn to and subscribed before me
this 20th day of May, 2002

Mary Ann Christian
Mary Ann Christian, Notary Public
Notary Public



In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11236

MELLON BANK, N.A.

01-1131-CD

VS.

MARKEL, SCOTT A. & SHARON L. WISE fka Sharon L. Markel

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW JULY 26, 2001 AT 10:35 AM DST SERVED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON SCOTT A. MARKEL, DEFENDANT AT RESIDENCE,
RR# 3, BOX 1109, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA BY
HANDING TO IRENE SABOL, DEFENDANT'S AUNT, A TRUE AND ATTESTED COPY
OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN
TO HER THE CONTENTS THEREOF.**

SERVED BY: NEVLING

Return Costs

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

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

10.00	SURCHARGE PAID BY: ATTY.
-------	--------------------------

FILED

AUG 20 2001
010:42 am
William A. Shaw
Prothonotary

BS

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
My Name is Chester A. Hawkins
Chester A. Hawkins
Sheriff

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

MELLON BANK, N.A.,
Plaintiff : NO. 01-1131-CD

v.

SCOTT A. MARKEL and
SHARON L. WISE, formerly known as
Sharon L. Markel,
Defendants

SUBSTITUTION OF PLAINTIFF

AND NOW comes Ronald S. McGlaughlin, Esquire, attorney for Plaintiff above named, and pursuant to Pennsylvania Rule of Civil Procedure, specifically Rule 2352(a), and files the following material facts to establish the right to substitute Citizens Bank of Pennsylvania as the proper Plaintiff in lieu of Mellon Bank, N.A.:

1. Citizens Bank of Pennsylvania has recently closed on a buy-out of various Mellon Bank, N.A. assets, said sale and closing having been effective on December 1, 2001.
2. The sale of the assets to Citizens Bank of Pennsylvania by Mellon Bank included the Mortgage which is the subject of the within foreclosure action.
3. An Assignment of Mortgage has been or is in the process of being completed to reflect a transfer of the Mortgage in question from Mellon Bank, N.A. to Citizens Bank of Pennsylvania.

FILED

DEC 17 2001

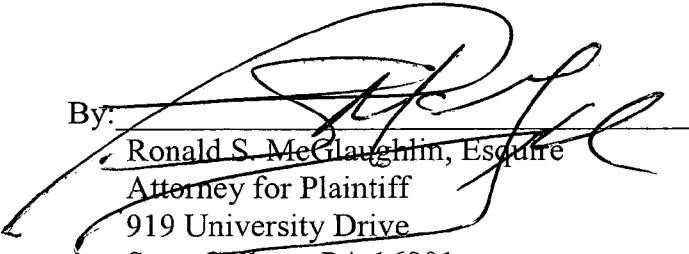
William A. Shaw
Prothonotary

4. Citizens Bank of Pennsylvania is now the rightful owner of the Mortgage which is the subject of this foreclosure action, and as such, is the proper party Plaintiff in this matter.

5. All further pleadings or documents filed in this matter will list Citizens Bank of Pennsylvania as Plaintiff.

6. This document is being filed in compliance with Rule 2352(a) of the Rules of Civil Procedure.

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By: 

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

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

MELLON BANK, N.A., :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

CERTIFICATE OF SERVICE

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

Sharon L. Wise
P.O. Box 398
Gualala, CA 95445

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

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:

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

Date: 12/29/01
RSM

FILED

DEC 17 1961

MURKIN
William A. Shaw
Prothonotary

AM

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Enter judgment in the above-captioned action for the Plaintiff and against the Defendants for failure to file an answer pursuant to Rule 1037 of the Rules of Civil Procedure.

Assess damage as follows:

Unpaid Principal Balance:	\$40,289.31
Interest Through 5/15/01:	3,228.42
Late Charges:	<u>75.00</u>
TOTAL:	\$43,592.73

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

Notice of Default Judgment was given as required by Pa.R.C.P. 237.1. The Certificate of Giving Notice of Intention to File Praecipe for Default Judgment with a copy of the Notice are attached as Exhibit "A".

DUNAWAY, WEYANDT, MCCORMICK
GERACE & MCGLAUGHLIN

By:

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

FILED

DEC 26 2001

William A. Shaw
Prothonotary

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

**CERTIFICATE OF GIVING NOTICE OF INTENTION
TO FILE PRAECIPE FOR DEFAULT JUDGMENT**

The undersigned attorney for Plaintiff does hereby certify that written Notice of Intention to File Praecipe for Default Judgment was given to the Defendants by depositing the same to them in the United States Mail, postage prepaid on the 16th day of November, 2001, addressed as follows:

Sharon L. Wise
P.O. Box 398
Gualala, CA 95445

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

A copy of the Notice is marked Exhibit "1" and by reference made a part hereof.

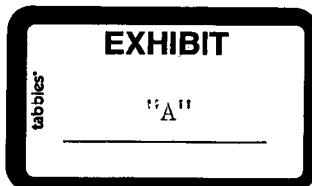
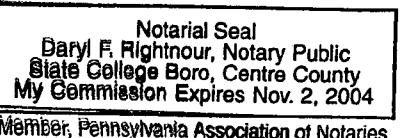
DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:

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

Sworn to subscribed before me
this 8th day of December
2001.

Daryl F. Rightnour
Notary Public



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

MELLON BANK, N.A., :
Plaintiff : NO. 01-1131-CD
:
v.
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

TO: Scott A. Markel

DATE OF NOTICE: November 16, 2001

IMPORTANT NOTICE

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

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

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:

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

EXHIBIT

"1"

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

MELLON BANK, N.A., :
Plaintiff : NO. 01-1131-CD
:
v.
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

TO: Sharon L. Wise

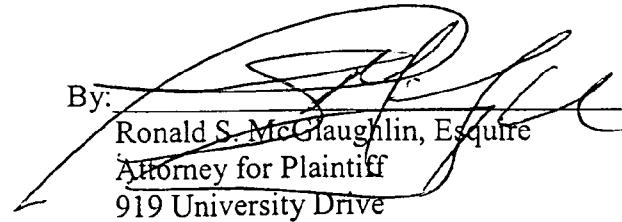
DATE OF NOTICE: November 16, 2001

IMPORTANT NOTICE

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

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

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By: 

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

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

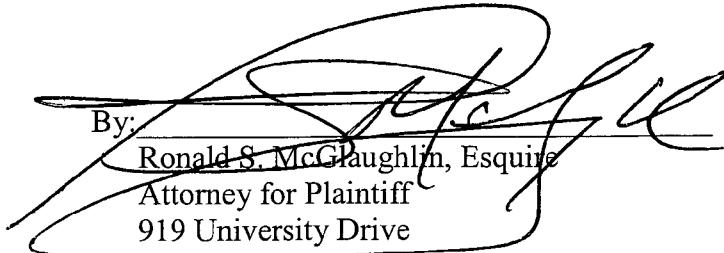
CERTIFICATE OF SERVICE

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

Sharon L. Wise
P.O. Box 398
Gualala, CA 95445

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

DUNAWAY, WEYANDT, MCCORMICK
GERACE & MCGLAUGHLIN


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

Date: 12/20/01

FILED

DEC 26 2001

City rec'd. 30-00

W.H. Shaw, Jr.
William A. Shaw
Prothonotary

1 CC to City: McLaughlin
Statement to City
Notice to def. E. H. H.

COPY

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v.
:
SCOTT A. MARKEL and
SHARON L. WISE, formerly known as
Sharon L. Markel,
Defendants :
:

NOTICE OF ENTRY OF JUDGMENT

TO: Sharon L. Wise

Please take notice that Judgment has been entered against you and in favor of Citizens
Bank of Pennsylvania in the amount of \$43,592.73 plus attorney's fees , costs and interest.

CLEARFIELD COUNTY PROTHONOTARY

By: Willie L. Shan

COPY

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

NOTICE OF ENTRY OF JUDGMENT

TO: Scott A. Markel

Please take notice that Judgment has been entered against you and in favor of Citizens
Bank of Pennsylvania in the amount of \$43,592.73 plus attorney's fees , costs and interest.

CLEARFIELD COUNTY PROTHONOTARY

By: William L. Shan

COPY

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

Citizens Bank of Pennsylvania
Plaintiff(s)

No.: 2001-01131-CD

Real Debt: \$43,592.73

Atty's Comm:

Vs.

Costs: \$

Int. From:

Scott A. Markel
Sharon L. Wise
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: December 26, 2001

Expires: December 26, 2006

Certified from the record this 26th day of December, 2001



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

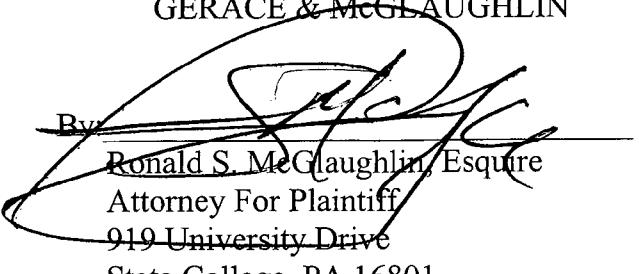
ISSUE WRIT OF EXECUTION IN THE ABOVE MATTER:

- (1) Directed to the Sheriff of Clearfield County, Pennsylvania;
- (2) against Scott A. Markel and Sharon L. Wise, formerly known as Sharon L. Markel, Defendants;
- (3) Unpaid Principal Balance: \$40,289.31
Interest Through 5/15/01: 3,228.42
Late Charges: 75.00
TOTAL: \$43,592.73

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

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By


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

FILED

JAN 03 2002

William A. Shaw
Prothonotary

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

CERTIFICATE OF SERVICE

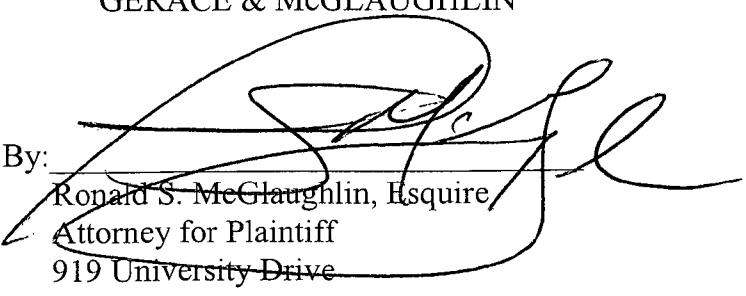
I hereby certify that a true and correct copy of the within Praeclipe for Writ of Execution
was hereby served by depositing same within the custody of the United States Postal Service,
First Class, postage prepaid, addressed to the following:

Sharon L. Wise
P.O. Box 398
Gualala, CA 95445

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

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:


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

Date: 10/31/01

FILED

JAN 03 2002

M 1320 atty McLaughlin
William A. Shaw
Prothonotary
pd. \$28.00

lwrtsshend

COPY

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property:

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

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

BEING the same premises conveyed to Scott A. Markel and Sharon L. Markel by deed of Patrick H. Mowrey and Kim Mowrey Hobba, Trustees of the Kim Mowrey Hobba Family Trust and Kim Mowrey Hobba and Patrick H. Mowrey, individually, by deed dated November 30, 1995 and recorded in Clearfield County Deeds and Records Book 1724, Page 486.

Unpaid Principal Balance:	\$40,289.31
Interest Through 5/15/01:	3,228.42
Late Charges:	<u>75.00</u>
TOTAL:	\$43,592.73
Prothonotary costs:	<u>\$ 120.00</u>

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

MELLON BANK, N.A. (formerly Citizens Bank of Pennsylvania)	:	NO. 01-1131-CD
Plaintiff	:	
v.		
SCOTT A. MARKEL and	:	
SHARON L. WISE, formerly known as	:	
Sharon L. Markel,	:	
Defendants	:	

RE-SUBSTITUTION OF ORIGINAL PLAINTIFF

AND NOW comes Ronald S. McGlaughlin, Esquire, attorney for Plaintiff above named, and pursuant to Pennsylvania Rule of Civil Procedure, specifically Rule 2352(a), and files the following material facts to establish the right to substitute Mellon Bank, N.A. as the proper Plaintiff in lieu of Citizens Bank of Pennsylvania:

1. The foreclosure action was recently filed with Mellon Bank, N.A. as Plaintiff.
2. Subsequently, a Substitution of Plaintiff was filed by your undersigned as the result of the sale of various assets by Mellon Bank, N.A. to Citizens Bank of Pennsylvania.
3. Your undersigned incorrectly believed that the Mortgage subject to the instant foreclosure action was one of the assets sold by Mellon Bank, N.A. to Citizens Bank of Pennsylvania which thereby prompted the filing of a Substitution of Plaintiff of this action to the name of Citizens Bank of Pennsylvania.

FILED

APR 01 2002
m 117/ncc
William A. Shaw
Prothonotary


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

MELLON BANK, N.A. (formerly :
Citizens Bank of Pennsylvania) : NO. 01-1131-CD
Plaintiff :
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

CERTIFICATE OF SERVICE

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

Sharon L. Wise
P.O. Box 398
Gualala, CA 95445

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

DUNAWAY, WEYANDT, McCORMICK,
GERACE & McGLAUGHLIN

By:

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

Date: 3/20/02

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11965

CITIZENS BANK OF PA

01-1131-CD

VS.

MARKEL, SCOTT A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, FEBRUARY 15, 2002, AT 2:08 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, MAY 3, 2002, AT 10:00 AM O'CLOCK.

NOW, FEBRUARY 19, 2002, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY TO SHARON L. WISE, FORMERLY KNOWN AS SHARON L. MARKEL, DEFENDANT, BY CERTIFIED MAIL #7001 0320 0001 9789 6348 AND REGULAR MAIL, TO PO BOX 398, GUALALA, CA, 95445.

NOW, FEBRUARY 26, 2002, AT 5:25 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SCOTT A. MARKEL, DEFENDANT, AT HIS PLACE OF RESIDENCE, RR #3, BOX 1109, MORRISDALE, CLEARFIELD COUNTY, PENNSYLVANIA, 16858, BY HANDING TO SCOTT A. MARKEL, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

NOW, MARCH 11, 2002, SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON SHARON L. WISE, FORMERLY KNOWN AS SHARON L. MARKEL, DEFENDANT, BY CERTIFIED MAIL #7001 0320 0001 9789 6348. CARD WAS RECEIVED MARCH 11, 2002, WITH NO DATE OF SERVICE BUT SIGNED BY SHARON WISE.

FILED
03:40 PM
SEP 25 2002

William A. Shaw
Prothonotary
cc
gjt

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11965

CITIZENS BANK OF PA

01-1131-CD

VS.

MARKEL, SCOTT A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, MAY 3, 2002 RECEIVED A FAX FROM ATTORNEY'S OFFICE TO CONTINUE
SALE TO JULY 12, 2002**

**NOW, JULY 12, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS,
SCOTT A. MARKEL AND SHARON L. WISE FORMERLY KNOWN AS SHARON L. MARKEL.
THE PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

**NOW, JULY 22, 2002 BILLED THE ATTORNEY FOR AMOUNT DUE ON COSTS
INCURRED FOR SALE.**

**NOW, SEPTEMBER 10, 2002 RECEIVED CHECK FROM THE ATTORNEY FOR COSTS DUE
FROM SALE.**

NOW, SEPTEMBER 11, 2002 PAID COSTS FROM ADVANCE AND ATTORNEY CHECK.

**NOW, SEPTEMBER 25, 2002 RETURNED WRIT AS SALE BEING HELD AND PROPERTY
BEING PURCHASED BY THE PLAINTIFF FOR \$1.00 + COSTS.**

NOW, SEPTEMBER 25, 2002 DEED FILED

SHERIFF HAWKINS \$247.51

SURCHARGE \$40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11965

CITIZENS BANK OF PA

01-1131-CD

VS.

MARKEL, SCOTT A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

25 Day Of September 2002

Will H. Hawkins

So Answers,

Chester A. Hawkins
By Cynthia Butler Aughenbaugh
Chester A. Hawkins
Sheriff

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
:
v. :
:
SCOTT A. MARKEL and :
SHARON L. WISE, formerly known as :
Sharon L. Markel, :
Defendants :
:

WRIT OF EXECUTION

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF CLEARFIELD :
:

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the judgment, interest and costs in the above matter, you are directed to levy upon and sell the following described property:

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

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

BEING the same premises conveyed to Scott A. Markel and Sharon L. Markel by deed of Patrick H. Mowrey and Kim Mowrey Hobba, Trustees of the Kim Mowrey Hobba Family Trust and Kim Mowrey Hobba and Patrick H. Mowrey, individually, by deed dated November 30, 1995 and recorded in Clearfield County Deeds and Records Book 1724, Page 486.

Unpaid Principal Balance:	\$40,289.31
Interest Through 5/15/01:	3,228.42
Late Charges:	75.00
 TOTAL:	\$43,592.73
Prothonotary costs:	\$ 120.00

Dated 11/3/02

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME MARKEL NO. 01-1131-CD

NOW, 12-Jul-02 , by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting for the date, time and place of sale at the court House in Clearfield on the 12TH day of JULY 2002, I exposed the within described real estate of SOTT A. MARKEL AND SHARON L. WISE to public venue or outcry at which time and place I sold the same to CITIZENS BANK OF PENNSYLVANIA 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	13.00
LEVY	15.00
MIELAGE	13.00
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	8.61
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	16.90
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	4.50
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	247.01

DEBIT & INTEREST:

DEBT-AMOUNT DUE	40,289.31
INTEREST THROUGH 5/15/01	3,228.42
TO BE ADDED	
TOTAL DEBT & INTEREST	43,517.73
COSTS:	
ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	212.16
LATE CHARGES & FEES	
TAXES - collector	264.66
TAXES - tax claim	5,149.81
DUE	
COST OF SUIT -TO BE ADDED	
LIST OF LIENS & MORTGAGE SEARCH	280.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	19.50
ATTORNEY COMMISSION	
SHERIFF COSTS	247.01
LEGAL JOURNAL AD	
REFUND OF ADVANCE	72.00
REFUND OF SURCHARGE	
PROTHONOTARY	120.00

DEED COSTS:

ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	19.50
TRANSFER TAX 2%	
TOTAL DEED COSTS	19.50

SATISFACTION FEE

ESCROW DEFICIENCY	
MUNICIPAL LIEN	

TOTAL COSTS **6,370.14**

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

CHESTER A. HAWKINS, Sheriff

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

Postage	\$ 5.7
Certified Fee	
Return Receipt Fee (Endorsement Required)	0.00
Restricted Delivery Fee (Endorsement Required)	0.00
Total Postage & Fees	\$ 5.7

Postmark: *CLEARFIELD FEB 19 2002*

Sent To **SHARON L. WISE**
formerly known as **Sharon L. Markel**
Street, Apt. No.: **PO Box 398**
or PO Box No. **0002**
City, State, Zip: **Guadalala, CA 95445**

See Reverse for Instructions

PS Form 3800, January 2001

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

SHARON L. WISE,
formerly known as **Sharon L. Markel**.
PO Box 398
Guadalala, CA 95445

EX-11965

A. Received by (Please Print Clearly)	B. Date of Delivery
X Sharon Wise	
C. Signature	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: Guadalala, CA 95445	

1. Article Addressed to:	SHARON L. WISE, formerly known as Sharon L. Markel. PO Box 398 Guadalala, CA 95445
2. Article Number (Copy from service label)	7001 0320 0001 9789 6348
3. Service Type	<input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.
4. Restricted Delivery? (Extra Fee)	<input type="checkbox"/> Yes

PS Form 3811, July 1999

102595-99-M-1789

Domestic Return Receipt

102595-99-M-1789

COMPLETE THIS SECTION ON DELIVERY

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

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

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

WAYLAND F. DUNAWAY
RETIRED

May 3, 2002

BY TELEFAX (814) 765-5915

Sheriff Chester A. Hawkins
Clearfield County Courthouse
One North Second Street, Suite 116
Clearfield, PA 16830

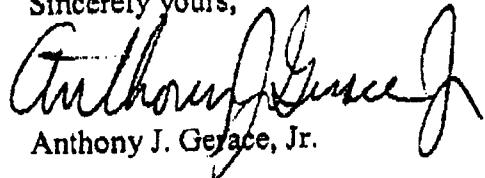
Attn: Ms. Margaret H. Putt, Office Manager

Re: Mellon Bank, N.A. (formerly Citizens Bank of Pennsylvania) v. Scott A. Markel
and Sharon L. Wise (formerly known as Sharon L. Markel), No. 01-1131-CD

Dear Ms. Putt:

As a follow up to our telephone discussion of this morning, I have been instructed by Ronald S. McGlaughlin of this firm to request a continuance of this sale so that issues disclosed in the title work can be addressed. Mr. McGlaughlin has requested that the sale be continued to July 12, 2002. If you need anything further from this office, please let me know since Mr. McGlaughlin will be in court in Huntingdon County for the rest of the day. Thank you for your assistance.

Sincerely yours,


Anthony J. Gerace, Jr.

AJG/jrc

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

CITIZENS BANK OF PENNSYLVANIA, :
Plaintiff : NO. 01-1131-CD
: :
v. : :
: :
SCOTT A. MARKEL and : :
SHARON L. WISE, formerly known as : :
Sharon L. Markel, : :
Defendants : :

FILED
O 10:57 AM No. 2
SEP 23 2004

William A. Shaw
Prothonotary

AFFIDAVIT PURSUANT TO RULE 3129

Citizens Bank of Pennsylvania, Plaintiff in the above-captioned action, sets forth as of the date of the Praeclipe for Writ of Execution was filed the following information concerning the real property located at:

SEE ATTACHED EXHIBIT "A"

1. Name and address of Owner(s) or Reputed Owner(s):

Name	Address (if address cannot be reasonably ascertained, please so indicate)
Scott A. Markel	R.R. 3, Box 1109, Morrisdale, PA 16858
Sharon L. Wise	P.O. Box 398, Gualala, CA 95445

2. Name and address of Defendant(s) in the judgment:

Name	Address (if address cannot be reasonably ascertained, please so indicate)
Scott A. Markel	R.R. 3, Box 1109, Morrisdale, PA 16858
Sharon L. Wise	P.O. Box 398, Gualala, CA 95445

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

Name Address (if address cannot be reasonably ascertained,
please so indicate)

Conseco Finance Consumer Discount Co. 7360 Kyrene Road, Tempe, Arizona

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

Name Address (if address cannot be reasonably ascertained,
please so indicate)

Green Tree Consumer Discount Company 3401 Hartzdale Drive, Suite 118, Camp Hill, PA 17011
Conseco Finance Consumer Discount Co. 7360 Kyrene Road, Tempe, Arizona

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

Name Address (if address cannot be reasonably ascertained,
please so indicate)

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:

Name Address (if address cannot be reasonably ascertained,
please so indicate)

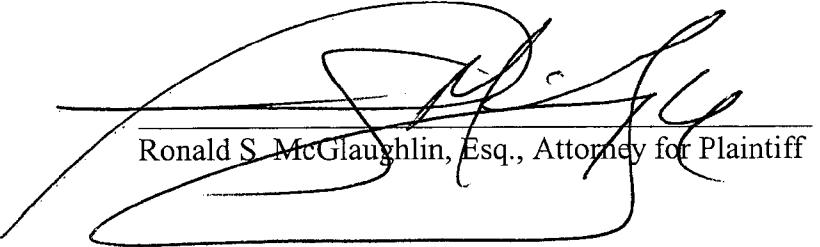
7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

Name Address (if address cannot be reasonably ascertained,
please so indicate)

Domestic Relations Section 230 East Market Street, Clearfield, PA 16830

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. §4904 relating to unsworn falsification to authorities.

12/31/01
Date


Ronald S. McGlaughlin, Esq., Attorney for Plaintiff

LEGAL DESCRIPTION

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

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

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