

01-1409-CD
FIRST COMMONWEALTH BANK etal -vs- SCOTT D. SILVIS etal

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

CIVIL DIVISION

Case No. 01-1409-CD

COMPLAINT IN MORTGAGE
FORECLOSURE


Filed on behalf of First Commonwealth Bank,
f/k/a Deposit Bank, Plaintiff

Counsel of record for this party:

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

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

332 S. Highland Street
DuBois, Pennsylvania 15801
Tax Parcel I.D. No. 7-4-11-3304



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

FILED

AUG 29 2001

William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

Case No. _____

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

IMPORTANT NOTICE

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

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

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

CIVIL DIVISION

Plaintiff,

Case No. _____

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

COMPLAINT IN MORTGAGE FORECLOSURE

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

1. Plaintiff, First Commonwealth Bank, f/k/a Deposit Bank (the "Bank"), is a banking association with business offices at 601, Philadelphia Street, P.O. Box 400, Indiana, Pennsylvania 15701-0400.
2. Defendant, Scott D. Silvis, is an adult individual whose last known address is 424 Bryan Court, Newport News, Virginia 23606.
3. Defendant, Tina L. Silvis, is an adult individual whose last known address is R.R. 1, Box 3A, Rockton, Pennsylvania 15856. (Defendant, Scott D. Silvis, and Defendant, Tina L. Silvis, are hereinafter collectively referred to as "Borrowers".)
4. On or about April 29, 1996, Borrowers executed and delivered a Promissory Note ("Note") to the Bank whereby Borrowers agreed to pay the Bank the principal amount of \$31,000.00, together with interest thereon in the manner provided therein. A true and correct copy of the Note is attached hereto as Exhibit "A" and incorporated herein.

5. The obligations evidenced by the Note are secured by a Mortgage dated April 29, 1996 ("Mortgage") given by Borrowers to the Bank, granting the Bank a security interest in certain real property located in the City of DuBois, County of Clearfield, Pennsylvania 15801 (the "Premises"). The Mortgage was recorded in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania, ("Recorder's Office") in Mortgage Book Volume 1892, page 406. A true and correct copy of the Mortgage, containing the legal description of the Premises, is attached hereto as Exhibit "B" and incorporated herein.

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

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

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

9. On or about April 16, 2001, Bank sent Defendants written notice pursuant to 35 P.S. §1680.403C (Homeowner's Emergency Mortgage Assistance Act of 1983 - Act 91 of 1983) and 41 P.S. §403 (Act 6 of 1974). A true and correct copy of the notice marked as Exhibit "C" is attached hereto and incorporated herein.

10. The amount due Bank under the Note and Mortgage as of August 1, 2001 is as follows:

Principal	\$22,807.00
Interest through August 1, 2001 (per diem \$7.5833)	2,039.89
Late Charges	137.25
Costs	to be added
Attorney's Fees	<u>to be added</u>
TOTAL	\$24,984.14

11. The total amount now due to the Bank under the Note and Mortgage as of August 1, 2001 was Twenty-Four Thousand Nine Hundred Eighty-Four and 14/100 Dollars (\$24,984.14) plus interest accruing from August 1, 2001 at the contract rate, late charges, costs and reasonable attorneys' fees.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure for the amount due of Twenty-Four Thousand Nine Hundred Eighty-Four and 14/100 Dollars (\$24,984.14), plus continuing interest at the contract rate from August 1, 2001, late charges, reasonable attorneys' fees as authorized by the Note, and costs of foreclosure and sale of the Premises.

TUCKER ARENSBERG, P.C.



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

156429.1:BF
11555-29322

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
\$31,000.00		05-01-2012		020	J		LJK	
References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.								

Borrower: SCOTT D SILVIS (SSN: 160-56-7873)
TINA L SILVIS (SSN: 204-52-7506)
R D 4 BOX 200
DUBOIS, PA 15801

Lender: Deposit Bank
Mail Office
Shaffer Road
DuBois, PA 15801

Principal Amount: \$31,000.00

Date of Note: 4/29/96
Maturity Date: May 1, 2012

PROMISE TO PAY. I promise to pay to Deposit Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Thirty One Thousand & 00/100 Dollars (\$31,000.00), together with interest at the initial rate of 2.000% per annum on the unpaid principal balance from April 25, 1996, until paid in full.

PAYMENT. I will pay this loan in accordance with the following payment schedule:

24 consecutive monthly principal and interest payments of \$305.01 each, beginning June 1, 1996, with interest calculated on the unpaid principal balances at an interest rate of 2.000% per annum; and 168 consecutive monthly principal and interest payments of \$304.95 each, beginning June 1, 1998, with interest calculated on the unpaid principal balances at an interest rate of 11.970% per annum. My final payment of \$304.95 will be due on May 1, 2012. This estimated final payment is based on the assumption that all payments will be made exactly as scheduled; the actual final payment will be for all principal and accrued interest not yet paid, together with any other unpaid amounts under this Note.

I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I agree that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, I may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve me of my obligation to continue to make payments under the payment schedule. Rather, they will reduce the principal balance due and may result in me making fewer payments.

LATE CHARGE. If a payment is 16 days or more late, I will be charged 6.000% of the regularly scheduled payment.

DEFAULT. I will be in default if any of the following happens: (a) I fail to make any payment when due. (b) I break any promise I have made to Lender, or I fail to comply with or to perform when due any other term, obligation, covenant, or condition contained in this Note or any agreement related to this Note, or in any other agreement or loan I have with Lender. (c) Any representation or statement made or furnished to Lender by me or on my behalf is false or misleading in any material respect either now or at the time made or furnished. (d) I die or become insolvent, a receiver is appointed for any part of my property, I make an assignment for the benefit of creditors, or any proceeding is commenced either by me or against me under any bankruptcy or insolvency laws. (e) Any creditor tries to take any of my property on or in which Lender has a lien or security interest. This includes a garnishment of any of my accounts with Lender. (f) Any of the events described in this default section occurs with respect to any guarantor of this Note. (g) Lender in good faith deems itself insecure.

If any default, other than a default in payment, is curable and if I have not been given a notice of a breach of the same provision of this Note within the preceding twelve (12) months, it may be cured (and no event of default will have occurred) if I, after receiving written notice from Lender demanding cure of such default: (a) cure the default within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

LENDER'S RIGHTS. Upon default, Lender may, after giving such notices as required by applicable law, declare the entire unpaid principal balance on this Note and all accrued unpaid interest immediately due, and then I will pay that amount. Lender may hire or pay someone else to help collect this Note if I do not pay. I also will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. If not prohibited by applicable law, I also will pay any court costs, in addition to all other sums provided by law. If judgment is entered in connection with this Note, interest will continue to accrue on this Note after judgment at the existing interest rate provided for in this Note. This Note has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. If there is a lawsuit, I agree upon Lender's request to submit to the jurisdiction of the courts of Clearfield County, the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Note shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

RIGHT OF SETOFF. I grant to Lender a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to Lender all my right, title and interest in and to, my accounts with Lender (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts I may open in the future, excluding however all IRA, Keogh, and trust accounts. I authorize Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on this Note against any and all such accounts.

COLLATERAL. This Note is secured by a Mortgage dated 4/29/96, to Lender on real property located in Clearfield County, Commonwealth of Pennsylvania, all the terms and conditions of which are hereby incorporated and made a part of this Note.

ARBITRATION:

1. **Mandatory Arbitration:** Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq. and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

2. **Provisional Remedies, Self Help and Foreclosure:** No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

DEFERRED ORIGINATION FEES. Lender has deferred payment of origination fees equal to 5.0% of the Principal Amount relating to this loan until pay-off of the loan. These fees will be waived by Lender when Borrower makes 60 monthly payments on the scheduled payment dates.

GENERAL PROVISIONS. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. I and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several. This means that the words "I", "me", and "my" mean each and all of the persons signing below.

EXHIBIT

A

PROMISSORY NOTE
(Continued)

Page 2

Loan No

PRIOR TO SIGNING THIS NOTE, I, AND EACH OF US, READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE. I, AND EACH OF US, AGREE TO THE TERMS OF THE NOTE AND ACKNOWLEDGE RECEIPT OF A COMPLETED COPY OF THE NOTE.

BORROWER:

X COPY Scott D. Silvis (SEAL)
SCOTT D SILVIS

X Tina L. Silvis (SEAL)
TINA L SILVIS

LENDER:

Deposit Bank

By: Mr. J. Kleba A.V.P.
Authorized Officer

Fixed Rate. Irregular.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.20b(c) 1996 CFI ProServices, Inc. All rights reserved. [PA-D20 E3.20 P3.20 2007.LNR18.OVL]

RECORDATION REQUESTED BY:

Deposit Bank
Shaffer Road
DuBois, PA 15801

WHEN RECORDED MAIL TO:

Deposit Bank
Shaffer Road
DuBois, PA 15801

SEND TAX NOTICES TO:

SCOTT D SILVIS and TINA L SILVIS
R D 4 BOX 200
DUBOIS, PA 15801

VOL 1754 PAGE 137

CLEARFIELD COUNTY
ENTERED OF RECORD

TIME 10:53 AM 4-30-96

BY Diana Hopkin

FEES 17.50

Karen L. Storch, Recorder

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

MORTGAGE
THIS IS A PURCHASE MONEY MORTGAGE

THIS MORTGAGE IS DATED 4/29/96, between SCOTT D SILVIS and TINA L SILVIS, whose address is R D 4 BOX 200, DUBOIS, PA 15801 (referred to below as "Grantor"); and Deposit Bank, whose address is Shaffer Road, DuBois, PA 15801 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor grants, bargains, sells, conveys, assigns, transfers, releases, confirms and mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or anywise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, located in CLEARFIELD County, Commonwealth of Pennsylvania (the "Real Property").

The Real Property or its address is commonly known as 332 S HIGHLAND STREET, DUBOIS, PA 15801.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Grantor. The word "Grantor" means SCOTT D SILVIS and TINA L SILVIS. The Grantor is the mortgagee under this Mortgage.

Guarantor. The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the indebtedness.

Improvements. The word "Improvements" means and includes without limitation all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Deposit Bank, its successors and assigns. The Lender is the mortgagee under this Mortgage.

Mortgage. The word "Mortgage" means this Purchase Money Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Real Property, this Security Instrument shall be a purchase money mortgage under 42 P.S. Section 8141.

Note. The word "Note" means the promissory note or credit agreement dated 4/29/96, in the original principal amount of \$31,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The maturity date of this Mortgage is May 1, 2012.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until in default, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Hazardous Substances. The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, about or from the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any

EXHIBIT

B

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

CONDEMNATION. The following provisions relating to condemnation of the Property are a part of this Mortgage.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all actual costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all taxes, fees, documentary stamps, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (a) a specific tax upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage.

Security Agreement. This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Real and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-In-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Real and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

Default on Indebtedness. Failure of Grantor to make any payment when due on the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents. If such a failure is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Grantor, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates steps sufficient to cure the failure and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor under this Mortgage, the Note or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the foreclosure or forfeiture proceeding, provided that Grantor gives Lender written notice of such claim and furnishes reserves or a surety bond for the claim satisfactory to Lender.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but

shall not be required to, permit the Guarantor's estate, to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Insecurity. Lender in good faith deems itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Subject to applicable law, Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender may require any tenant or other user of the Property to make payments of rent or use fees directly to Lender. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Nonjudicial Sale. If permitted by applicable law, Lender may foreclose Grantor's interest in all or in any part of the Personal Property or the Real Property by nonjudicial sale.

Deficiency Judgment. Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Unless otherwise required by applicable law, reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs; in addition to all other sums provided by law.

NOTICES TO GRANTOR AND OTHER PARTIES. Unless otherwise provided by applicable law, any notice under this Mortgage shall be in writing, may be sent by telefacsimile, and shall be effective when actually delivered, or when deposited with a nationally recognized overnight courier, or, if mailed, shall be deemed effective when deposited in the United States mail first class, registered mail, postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. All copies of notices of foreclosure from the holder of any item which has priority over this Mortgage shall be sent to Lender's address, as shown near the beginning of this Mortgage. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Mortgage has been delivered to Lender and accepted by Lender in the Commonwealth of Pennsylvania. Subject to the provisions on arbitration, this Mortgage shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

ARBITRATION:

1. Mandatory Arbitration: Any controversy or claim between or among the BORROWER and LENDER, including but not limited to those arising out of or relating to this AGREEMENT or any of the COLLATERAL SECURITY DOCUMENTS, including any claim based on or arising from an alleged tort, shall be determined by arbitration in accordance with the Uniform Arbitration Act, 42 PA C.S.A. Section 7301 et seq. and the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). All statutes of limitations which would otherwise be applicable shall apply to any arbitration proceeding under this Section. Judgment upon the award rendered may be entered in any court having jurisdiction.

2. Provisional Remedies, Self Help and Foreclosure: No provision of, or the exercise of any rights under Section 1, shall limit LENDER'S right to exercise self help remedies such as setoff, to foreclose against any real or personal property collateral, to confess judgment under the NOTE or to obtain provisional or ancillary remedies such as injunctive relief or the appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration. The institution and maintenance of an action for judicial relief, confession of judgment or pursuit of provisional or ancillary remedies or exercise of self help remedies shall not constitute a waiver of the right of LENDER to submit the controversy or claim to arbitration.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Multiple Parties. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each of the persons signing below is responsible for all obligations in this Mortgage.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

Successors and Assigns. Subject to the limitations stated in this Mortgage on transfer of Grantor's Interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their heirs, personal representatives, successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

Time Is of the Essence. Time is of the essence in the performance of this Mortgage.

Waivers and Consents. Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X Scott D. Silvis (SEAL)
SCOTT D SILVIS

X Tina L. Silvis (SEAL)
TINA L SILVIS

Signed, acknowledged and delivered in the presence of:

X Roberta J. Thompson
Witness

X _____
Witness

Signed, acknowledged and delivered in the presence of:

X Roberta J. Thompson
Witness

X _____
Witness

LENDER:

Deposit Bank

By: _____
Authorized Officer

CERTIFICATE OF RESIDENCE

I hereby certify, that the precise address of the mortgagee, Deposit Bank, herein is as follows:
Shaffer Road, DuBois, PA 15801

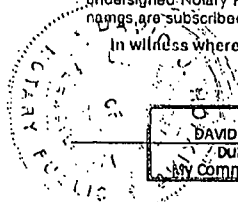
David J. Hopkins
Notary or Agent for Mortgagee

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Pennsylvania)
) ss
COUNTY OF Clearfield)

On this, the 29th day of April, 19 96, before me David J. Hopkins, the undersigned Notary Public, personally appeared SCOTT D SILVIS and TINA L SILVIS, known to me (or satisfactorily proven) to be the person whose names are subscribed to the within Instrument, and acknowledged that they executed the same for the purposes therein contained.

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



NOTARIAL SEAL
DAVID J. HOPKINS, Notary Public
DuBois, Clearfield County
My Commission Expires March 1, 1999

David J. Hopkins
Notary Public in and for the State of Pennsylvania

LENDER ACKNOWLEDGMENT

STATE OF _____)
) ss
COUNTY OF _____)

On this, the _____ day of _____, 19____, before me _____, the undersigned Notary Public, personally appeared _____ who acknowledged himself or herself to be the _____ of Deposit Bank, a corporation, and that he or she as such _____, being authorized to do so, executed the foregoing Instrument for the purposes therein contained by signing the name of the corporation by himself or herself as _____.

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

Notary Public in and for the State of _____

Date: April 16, 2001

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your home. This Notice explains how the program works.

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are listed at the end of this Notice. If you have any questions, you may call the Pennsylvania Housing Finance

Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Tina L. Silvis

PROPERTY ADDRESS: 332 S Highland Street, DuBois, PA 15801

LOAN ACCT. NO.: 012.1200611

ORIGINAL LENDER: Deposit

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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



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

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

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

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

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

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

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

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

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 332 S Highland Street, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

A. YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following months and the following amounts are now past due: December 2000, January, February, March, and April 2001 totaling \$1,524.75

Other charges (explain/itemize): Late fees of \$76.25

TOTAL AMOUNT PAST DUE: \$1,601.00

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

HOW TO CURE THE DEFAULT – You may cure the default within THIRTY (30) DAYS of the date of this notice BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$1,601.00, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD. Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:

FIRST COMMONWEALTH BANK

PO BOX 400, ECP-LOWER LEVEL

INDIANA PA 15701

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

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

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

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

RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing

your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE— It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Deposit

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

Keystone Economic Development
Corporation

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

Indiana County Community
Action Program

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

Consumer Credit Counseling Service
of Western Pennsylvania, Inc.

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

Date: April 16, 2001

ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help to save your
home. This Notice explains how the program works.

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

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This Notice contains important legal information. If you have any questions, representatives at the Consumer
Credit Counseling Agency may be able to help explain it. You may also want to contact an attorney in your
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* (Must be at least 30 point type)

HOMEOWNER'S NAME(S): Scott D. Silvis

PROPERTY ADDRESS: 332 S Highland Street, Duhois, PA 15801

LOAN ACCT. NO.: 0121200611

ORIGINAL LENDER: Cenwest

CURRENT LENDER/SERVICER: First Commonwealth Bank

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM

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FORECLOSURE AND HELP YOU MAKE FUTURE MORTGAGE PAYMENTS

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

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

NATURE OF THE DEFAULT -- The MORTGAGE debt held by the above lender on your property located at: 332 S Highland Street, DuBois, PA 15801

your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

EARLIEST POSSIBLE SHERIFF'S SALE DATE— It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately one (1) month from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

HOW TO CONTACT THE LENDER:

Name of Lender: Cenwest

Address: PO Box 400, Indiana PA 15701

Phone Number: 1-800-221-8605

Fax Number: (724) 463-5665

Contact Person: Tonya Barlow

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

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

YOU MAY ALSO HAVE THE RIGHT:

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

CONSUMER CREDIT COUNSELING AGENCIES SERVING YOUR COUNTY

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

CLEARFIELD COUNTY

**Keystone Economic Development
Corporation**

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

**Indiana County Community
Action Program**

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

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

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

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 D. Silvis
332 S Highland St
Dubois PA 15801

2. Article Number (Copy from service label)

7066 1676 0007 8026 3216

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

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:

Tina L. Silvis
332 S Highland St
Dubois PA 15801

2. Article Number (Copy from service label)

7066 1676 0007 8026 3209

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

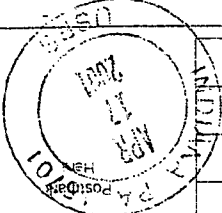
COMPLETE THIS SECTION ON DELIVERY

- A. Received by (Please Print Clearly) Tina L. Silvis Date of Delivery 4/23/01
- C. Signature [Signature] Agent ☐ Agent ☐
- D. Is delivery address different from item 1? ☒ Yes ☐ No
- If YES, enter delivery address below:

3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

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

Scott D. Silvis / Attn: Neel Cabb. FPL



Postage \$.57
Certified Fee \$ 1.40
Return Receipt Fee \$ 1.50
Restricted Delivery Fee \$ 3.95
Total Postage & Fees \$ 6.42

COMPLETE THIS SECTION ON DELIVERY

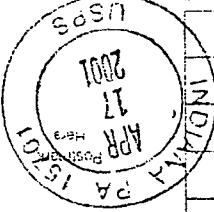
- A. Received by (Please Print Clearly) Tina L. Silvis B. Date of Delivery 4-19-01
- C. Signature [Signature] Agent ☐ Agent ☐
- D. Is delivery address different from item 1? ☒ Yes ☐ No
- If YES, enter delivery address below:

PO Box 172
Rockton IL 15856

3. Service Type ☒ Certified Mail ☐ Express Mail ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes ☐ No

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

Tina L. Silvis / Attn: Neel Cabb. FPL



Postage \$.57
Certified Fee \$ 1.40
Return Receipt Fee \$ 1.50
Restricted Delivery Fee \$ 3.95
Total Postage & Fees \$ 6.42

912E 9299 2000 029T 0002

602E 9299 2000 029T 0002

UNITED STATES POSTAL SERVICE



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

• Sender: Please print your name, address, and ZIP+4 in this box •

FIRST COMMONWEALTH BANK
P.O. BOX 400
INDIANA, PA 15701

Attn: Nicole Cuble - FCP LL

70180400



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

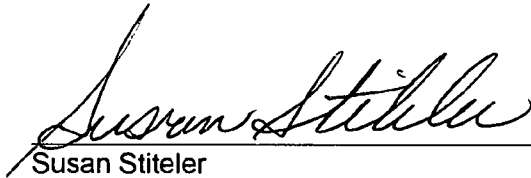
• Sender: Please print your name, address, and ZIP+4 in this box •

FIRST COMMONWEALTH BANK
P.O. BOX 400
INDIANA, PA 15701

Attn: Nicole Cuble - FCP LL

VERIFICATION

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

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

Susan Stiteler
Manager, Special Assets Department
First Commonwealth Bank

FILED

~~W~~ AUG 29 2001
William A. Shay
Prothonotary

Richardson
pd \$800.00

icc Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11442

FIRST COMMONWEALTH BANK f/k/a DEPOSIT BANK

01-1409-CD

VS.

SILVIS, SCOTT D. & TINA L.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW SEPTEMBER 5, 2001 AT 9:30 AM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON TINA L. SILVIS, DEFENDANT AT RESIDENCE, RR # 1, BOX 3A, ROCKTON, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO TINA L. SILVIS A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: SNYDER

Return Costs

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

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

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

Sworn to Before Me This

19th Day Of Sept 2001

William A. Shaw

So Answers,

Chester A. Hawkins
by Maudy Hampton

Chester A. Hawkins
Sheriff

E
KED

FILED

SEP 10 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

CIVIL DIVISION

No. 01-1409-CD

AFFIDAVIT OF SERVICE OF COMPLAINT
IN MORTGAGE FORECLOSURE

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

Counsel of record for this party:

Christopher J. Richardson, Esquire
Pa. I.D. No. 44841
Brett A. Solomon, Esquire
Pa I. D. No. 76077
TUCKER ARENSBERG, P.C.
Firm #287
1500 One PPG Place
Pittsburgh, Pennsylvania 15222
(412) 566-1212

FILED

SEP 12 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA


FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

AFFIDAVIT OF SERVICE


COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

Before me, the undersigned Notary Public appeared Christopher J. Richardson, who being duly sworn according to law, deposes and says that:

1. Defendant, Scott D. Silvis, has a last known address of 424 Bryan Court, Newport News, Virginia 23606.
2. On or about August 30, 2001, Plaintiff attempted to effectuate service of original process on said Defendant in the manner prescribed by Pa. R.C.P. 404(2) by mailing a copy of the Complaint in Mortgage Foreclosure and Notice of Suit to said Defendant at his last known address via certified mail, return receipt requested.
3. On September 1, 2001, service of original process was effectuated as indicated by U.S. Postal Service Form 3811, a copy of which is attached hereto as Exhibit "A" and incorporated herein.


Christopher J. Richardson, Esquire

Sworn to and subscribed before me
this 7th day of September, 2001.


Notary Public

Notarial Seal
My Comm. Expires May 9, 2005
City of Pittsburgh, Allegheny County

Member, Pennsylvania Association of Notaries

158215.1:BF/#11555-29322

7000 1670 0012 7439 5020

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

Complaint

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

Postmark
Here

8-30-01

Sent To
Scott D. Silvis
Street, Apt. No. or PO Box No.
424 Bryan Court
City, State, ZIP+4
Newport News, VA 23606

PS Form 3800, May 2000

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Mr. Scott D. Silvis
424 Bryan Court
Newport News, VA 23606

2. Article Number (Copy from service label)
7000 1670 0012 7439 5020

PS Form 3811, July 1999

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) <i>Scott D. Silvis</i>	B. Date of Delivery <i>9-1-01</i>
Signature <i>Scott D. Silvis</i>	<input type="checkbox"/> Agent <input type="checkbox"/> Addressee
<input checked="" type="checkbox"/> Is delivery address different from item 1? If YES, enter delivery address below:	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Domestic Return Receipt

102595-99-M-1789

11555-29322

EXHIBIT

tabbies

A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

CIVIL DIVISION

No. 01-1409-CD

PRAECIPE FOR DEFAULT JUDGMENT
IN MORTGAGE FORECLOSURE

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

Counsel of record for this party:

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

FILED

OCT 10 2001

William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

PRAECIPE FOR DEFAULT JUDGMENT IN MORTGAGE FORECLOSURE

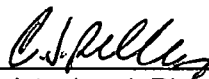
TO: Prothonotary

Kindly enter Judgment against the Defendants above named in default of an Answer, in the amount of \$25,359.25, plus continuing interest at the contract rate together with late charges, costs of suit and attorney fees on the declining balance computed as follows:

Amount claimed in Complaint	\$ 24,807.00
Interest from 08/01/01 through 10/08/01	
(interest accruing thereafter at \$7.5833 per diem)	515.66
Late Charges (6% of \$304.95/mo. pmt. or \$18.30/mo. for the months of August and September, 2001)	<u>36.60</u>
TOTAL	\$ 25,359.26

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

TUCKER ARENSBERG, P.C.



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

Plaintiff : First Commonwealth Bank, f/k/a Deposit Bank
c/o TUCKER ARENSBERG, P.C., 1500 One PPG Place, Pittsburgh, PA 15222
Defendants: Scott D. Silvis, 424 Bryan Court, Newport News, VA 23606
Tina L. Silvis, R.R. 1, Box 3A, Rockton, PA 15856

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,	)	No. 01-1409-CD
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

TO: Scott D. Silvis
424 Bryan Court
Newport News, VA 23606

DATE OF NOTICE: September 26, 2001

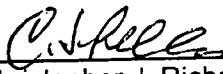
IMPORTANT NOTICE

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

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

TUCKER ARENSBERG, P.C.

By:



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

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Scott D. Silvis,
by depositing same in the United States Mail, first class postage prepaid, on the 26th day of
September, 2001 at the following address:

Scott D. Silvis
424 Bryan Court
Newport News, VA 23606

TUCKER ARENSBERG, P.C.

By: 
Christopher J. Richardson, Esquire

158992.1:BF
11555-29322

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	
Plaintiff,	)	No. 01-1409-CD
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

TO: Tina L. Silvis
R.R. 1, Box 3A
Rockton, PA 15856

DATE OF NOTICE: September 26, 2001


IMPORTANT NOTICE

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

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

TUCKER ARENSBERG, P.C.

By:



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

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Notice was served upon the Defendant, Tina L. Silvis,
by depositing same in the United States Mail, first class postage prepaid, on the 26th day of
September, 2001 at the following address:

Tina L. Silvis
R.R. 1, Box 3A
Rockton, PA 15856

TUCKER ARENSBERG, P.C.

By:



Christopher J. Richardson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

AFFIDAVIT OF NON-MILITARY SERVICE

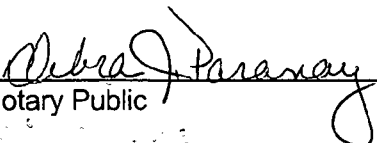
COMMONWEALTH OF PENNSYLVANIA)	
	)	SS:
COUNTY OF ALLEGHENY)	

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



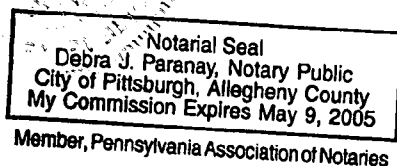
Christopher J. Richardson, Esquire

Sworn to and subscribed before me
this 8th day of October, 2001.



Notary Public

My Commission Expires:



159376.1:BF
11555-29322

COPY

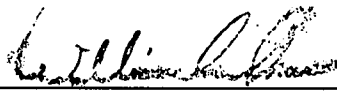
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

NOTICE OF JUDGMENT

To: Scott D. Silvis
424 Bryan Court
Newport News, VA 23606

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you on October 10, 2001, in the amount of \$25,359.25, plus continuing interest at the contract rate together with costs, late charges, and attorneys fees.



Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

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)
)

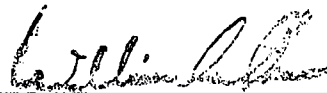
CIVIL DIVISION

No. 01-1409-CD

NOTICE OF JUDGMENT

To: Tina L. Silvis
R.R. 1, Box 3A
Rockton, PA 15856

You are hereby notified that a Judgment in Mortgage Foreclosure was entered against you
on October 10, 2001, in the amount of \$25,359.25, plus continuing interest
at the contract rate together with costs, late charges, and attorneys fees.



Prothonotary

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

COPY

First Commonwealth Bank
Plaintiff(s)

No.: 2001-01409-CD

Real Debt: \$25,359.26

Atty's Comm:

Vs.

Costs: \$

Int. From:

Scott D. Silvis
Tina L. Silvis
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 10, 2001

Expires: October 10, 2006

Certified from the record this 10th of October, 2001



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

CIVIL DIVISION

No. 01-1409-CD

PRAECIPE FOR WRIT OF EXECUTION
IN MORTGAGE FORECLOSURE

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

Counsel of record for this party:

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

CERTIFICATE OF ADDRESS:

332 S. Highland Street
DuBois, Pennsylvania 15801
Tax Parcel I.D. No. 7-4-11-3304

FILED

NOV 30 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

PRAECIPE FOR WRIT OF EXECUTION IN MORTGAGE FORECLOSURE

TO: Prothonotary of Clearfield County:

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

Judgment Amount.....	\$ 25,359.26
Interest from 10/08/01 through 11/30/01 at \$7.5833 per diem	401.91
Foreclosure Fees.....	<u>1,600.00</u>
Sub-total	\$ 27,361.17
Additional Interest to Sale Date (to be added by Sheriff)	_____
Costs (to be added by the Prothonotary)	<u>156.45</u>
Total	\$ <u> </u>

TUCKER ARENSBERG, P.C.



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

CIVIL DIVISION

No. 01-1409-CD

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF ALLEGHENY)

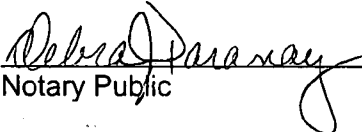
) SS:
)

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



Christopher J. Richardson, Esquire

Sworn to and subscribed before me
this 19th day of November, 2001.



Notary Public

My Commission Expires:

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

Member, Pennsylvania Association of Notaries

162205.1:BF
11555-29322

FILED

NOV 30 2001

William A. Shaw
Prothonotary

Richardson \$20.00
Lewitts Street
York

**WRIT OF EXECUTION and/or ATTACHMENT
COMMONWEALTH OF PENNSYLVANIA, COUNTY OF CLEARFIELD
CIVIL ACTION - LAW**

First Commonwealth Bank,

COPY

Vs.

NO.: 2001-01409-CD

Scott D. Silvis and
Tina L. Silvis

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due FIRST COMMONWEALTH BANK,, Plaintiff(s) from SCOTT D. SILVIS , TINA L. SILVIS , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of:

Garnishee(s) as follows:

and to notify the garnishee(s) that: (a) an attachment has been issued; (b) the garnishee(s) is/are enjoined from paying any debt to or for the account of the defendant(s) and from delivering any property of the defendant(s) or otherwise disposing thereof;

- (3) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$25,359.26
INTEREST: \$401.91
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 11/30/2001

PAID: \$156.45
SHERIFF: \$
OTHER COSTS: \$



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this _____ day
of _____ A.D. _____
At _____ A.M./P.M.

Sheriff

Requesting Party: Christopher J. Richardson, Esquire
Tucker Arsenberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain piece or parcel of real estate located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post or pin in corner of lot now or formerly of J. K. Seyler, in line of South Highland Street, on the west side of the said street;

THENCE, southerly along said street line, a distance of 26 ½ feet to a post or pin in corner of lands conveyed of date of March 22, 1923, to James Stover;

THENCE, by said line westerly to the line of an alley on the rear of said lot;

THENCE, by line of the said Seyler lot easterly to post or pin said piece being a part of what is known as Lot No. 222 of the H. S. Knarr Addition to DuBois, that is to say the northerly one-half of said lot, and the remainder of the lot left after the said conveyance of the southerly part to the said James Stover as aforesaid.

SUBJECT to any and all restrictions of record in the chain of title of said parcel.

BEING the same premises granted and conveyed unto Scott D. Silvis and Tina L. Silvis by deed of Eugene P. Gilbert and Sharon L. Gilbert dated April 29, 1996, and recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania on April 30, 1996 in Deed Book Volume 1754, page 133.

ALSO BEING the same premises granted and conveyed unto Scott D. Silvis, individually, by deed of Scott D. Silvis and Tina L. Silvis, husband and wife, as tenants by the entireties, dated November 14, 1997, and recorded on December 5, 1997 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1892, page 406.

TAX PARCEL I.D. NO. 7-4-11-3304



Christopher J. Richardson, Esquire

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11845

FIRST COMMONWEALTH BANK ET AL

01-1409-CD

VS.

SILVIS, SCOTT D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

FILED

MAY 02 2002

0111:10 am

William A. Shaw
Prothonotary

So Answers,

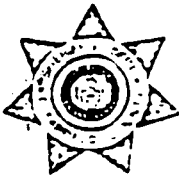
Sworn to Before Me This

2nd Day Of May 2002

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2006
Clearfield Co., Clearfield, PA

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



OFFICE (814) 765-2641
AFTER 400 P.M. (814) 765-1533

CLEARFIELD COUNTY FAX
(814) 765-5915

Sheriff's Office Clearfield County

CHESTER A. HAWKINS
SHERIFF

1 NORTH SECOND STREET - COURTHOUSE
CLEARFIELD, PENNSYLVANIA 16830

DARLENE SHULTZ
CHIEF DEPUTY

MARGARET PUTT
OFFICE MANAGER

MARILYN HAMM
DEPT. CLERK

PETER F. SMITH
SOLICITOR



YOU CAN WUN, BUT YOU CAN'T HIDE!

DATE FAXED: JANUARY 4, 2002

TO: DEBBIE PARANAY

FAX #: 412-594-5619 **PHONE #:**

FROM: PEGGY 814-765-2641 ext 1361

RE: FIRST COMMONWEALTH BANK VS SCOTT D. AND TINA L. SILVIS NO 01-1409-CD

NO. OF PAGES, INCLUDING COVER: 1

MESSAGE: DEBBIE,

WE HAVE NOT BEEN ABLE TO SERVE TINA L. SILVIS

WITH THE WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY. SHE MOVED

FROM THE ROCKTON ADDRESS AND HAS NOT BEEN AT HER CURRENT ADDRESS WHEN

SERVICE WAS ATTEMPTED.

THE SALE WILL HAVE TO BE CHANGED TO FRIDAY, MARCH 1, 2002, at 10:00AM

Debbie

TUCKER ARENSBERG, P.C.



CELEBRATING A CENTURY OF SERVICE

Christopher J. Richardson 412-594-5604
ericharson@tuckerlaw.com

January 4, 2002

VIA FACSIMILE (814) 765-5915
AND FIRST CLASS MAIL
Office of the Sheriff
Clearfield County
1 North Second Street, Suite 116
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank
vs. Scott D. Silvis and Tina L. Silvis
No. 01-1409-CD; Sale Date February 1, 2002

Dear Sheriff:

We have received your fax in the above matter to Debbie Parany of our office in which you informed us that your office has been unable to complete personal service of the Notice of Sheriff's Sale and related documents on Tina L. Silvis. Please be advised that we have made service of the Notice of Sheriff's Sale of Real Estate on Tina L. Silvis in compliance with 3129.2(c)(1)(B) of the Pennsylvania Rules of Court. We enclose for your records, a copy of the certified mail receipt showing that Tina L. Silvis accepted service of the Notice of Sale on December 27, 2001. We anticipate filing a Verification of Service of Notice of Sheriff's Sale on Defendants and Lien Holders upon our receipt of the certified mail receipt for service on Scott Silvis.

Please proceed with advertisement and scheduling of the sale as scheduled for February 1, 2002. Thank you for your assistance and cooperation in this matter. If you have any questions or need anything further from our office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

COPY

cc: Debbie Parany (w/o encl.)
Dennis Baldwin (w/o encl.)

CJR:djp
Enclosure

BANK_FI:165187-1 011555-029322

January 4, 2002

VIA FACSIMILE (814) 765-5915
AND FIRST CLASS MAIL
Office of the Sheriff
Clearfield County
1 North Second Street, Suite 116
Clearfield, PA 16830

Re: First Commonwealth Bank, f/k/a Deposit Bank
vs. Scott D. Silvis and Tina L. Silvis
No. 01-1409-CD; Sale Date February 1, 2002

Dear Sheriff:

We have received your fax in the above matter to Debbie Paranay of our office in which you informed us that your office has been unable to complete personal service of the Notice of Sheriff's Sale and related documents on Tina L. Silvis. Please be advised that we have made service of the Notice of Sheriff's Sale of Real Estate on Tina L. Silvis in compliance with 3129.2(c)(1)(B) of the Pennsylvania Rules of Court. We enclose for your records, a copy of the certified mail receipt showing that Tina L. Silvis accepted service of the Notice of Sale on December 27, 2001. We anticipate filing a Verification of Service of Notice of Sheriff's Sale on Defendants and Lien Holders upon our receipt of the certified mail receipt for service on Scott Silvis.

Please proceed with advertisement and scheduling of the sale as scheduled for February 1, 2002. Thank you for your assistance and cooperation in this matter. If you have any questions or need anything further from our office, please do not hesitate to call me at the direct dial number above.

Very truly yours,

TUCKER ARENSBERG, P.C.



Christopher J. Richardson

cc: Debbie Paranay (w/o encl.)
Dennis Baldwin (w/o encl.)

CJR:djp
Enclosure

BANK_FI:165187-1 011555-029322

COPY

Deed
1-7-02

Tucker Arensberg, P.C.
ATTORNEYS AT LAW
1500 ONE PPG PLACE
PITTSBURGH, PENNSYLVANIA 15222
(412) 566-1212

PNC BANK
PITTSBURGH, PA 15222

8-9
430

No.

229570

DATE

3/13/02

AMOUNT

PAY EXACTLY

*****984.25

***** NINE HUNDRED EIGHTY FOUR DOLLARS & 25 CENTS

TO THE
ORDER OF

687
SHERIFF, CLEARFIELD COUNTY

Tucker Arensberg, P.C.


AUTHORIZED SIGNATURE

229570 043000096

01004943

REAL ESTATE SALE

REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

NOW, February 4, 2002, by virtue of the Writ of Execution hereunto attached, after having given due and legal notice of time and place of sale by publication in a newspaper published in this County and by handbills posted on the premises setting forth the date, time and place of sale at the Court House in Clearfield on the 1st day of FEBRUARY 2002, I exposed the within described real estate of SCOTT D. SILVIS AND TINA L. SILVIS

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

SHERIFF COSTS:

RDR	\$	15.00
SERVICE		15.00
MILEAGE		12.35
LEVY		15.00
MILEAGE		12.35
POSTING		15.00
CSDS		10.00
COMMISSION 2%		
POSTAGE	4.17 + 4.08	
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		
ADD'L MILEAGE	24.70	
ADD'L LEVY		
BID AMOUNT	1.00	
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 + 2.00	
BILLING - PHONE - FAX	5.00	
TOTAL SHERIFF COSTS	\$	250.65

DEED COSTS:

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

DEBT & INTEREST:

DEBT-AMOUNT DUE	\$ 25,359.26
INTEREST	401.91

TOTAL DEBT & INTEREST	\$25,761.17
----------------------------------	--------------------

COSTS:

ATTORNEY FEES	\$	
PROTH. SATISFACTION	\$	
ADVERTISING	\$	518.40
LATE CHARGES & FEES	\$	
TAXES-Collector	\$	
TAXES-Tax Claim	\$	839.75
COSTS OF SUIT-To Be Added	\$	
LIST OF LIENS AND MORTGAGE SEARCH	\$	140.00
FORCLOSURE FEES /ESCROW DEFICIT	\$	1,600.00
ACKNOWLEDGEMENT	\$	5.00
DEED COSTS	\$	15.50
ATTORNEY COMMISSION	\$	
SHERIFF COSTS	\$	250.65
LEGAL JOURNAL AD	\$	58.50
REFUND OF ADVANCE	\$	
REFUND OF SURCHARGE	\$	
PROTHONOTARY	\$	156.45

TOTAL COSTS

\$ 1,984.25

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

Chester A. Hawkins, Sheriff

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11845

FIRST COMMONWEALTH BANK ET AL

01-1409-CD

VS.

SILVIS, SCOTT D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, DECEMBER 14, 2001, AT 9:00 AM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SET FOR FRIDAY, FEBRUARY 1, 2002, AT 10:00 AM O'CLOCK.

NOW, JANUARY 4, 2002, FAXED CHRISTOPHER RICHARDSON, ATTORNEY FOR THE PLAINTIFF, INFORMING HIM THAT SALE DATE NEEDS TO BE CHANGED UNTIL FRIDAY, FEBRUARY 1, 2002, BECAUSE WE HAVE NOT BEEN ABLE TO SERVE TINA L. SILVIS, DEFENDANT.

NOW, JANUARY 4, 2002, RECEIVED FAX FROM CHRISTOPHER RICHARDSON, ATTORNEY FOR THE PLAINTIFF, THAT HIS OFFICE HAS MADE SERVICE ON BOTH DEFENDANTS BY CERTIFIED MAIL. SALE IS TO BE HELD ON FRIDAY, FEBRUARY 1, 2002.

NOW, JANUARY 4, 2002, MAILED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY BY REGULAR AND CERTIFIED MAIL #7000 0600 0022 9001 8171 TO SCOTT D. SILVIS, DEFENDANT, AT 424 BRYAN COURT, NEWPORT NEWS, VIRGINIA, 23606.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11845

FIRST COMMONWEALTH BANK ET AL

01-1409-CD

VS.

SILVIS, SCOTT D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, JANUARY 4, 2002, RECEIVED LETTER FROM CHRISTOPHER RICHARDSON, ATTORNEY FOR THE PLIANTIFF, THAT HIS OFFICE HAS MADE SERVICE ON BOTH DEFENDANTS BY CERTIFIED MAIL. SALE IS TO BE HELD ON FRIDAY, FEBRUARY 1, 2002.

NOW, JANUARY 18, 2002, AT 1:56 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON TINA L. SILVIS, DEFENDANT, AT HER PLACE OF EMPLOYMENT, BUSTERS II, DUBOIS AVENUE, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO TINA L. SILVIS, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.

NOW, JANUARY 22, 2002, RECEIVED GREEN CARD BACK FROM POST OFFICE THAT NANCY SILVIS SIGNED FOR SCOTT D. SILVIS, DEFENDANT, 424 BRYAN COURT, NEWPORT NEWS, VIRGINIA, 23606. THERE WAS NO DATE OF SERVICE ON CARD.

NOW, FEBRUARY 1, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BYTHE PLAINTIFF FOR ONE (\$1.00) DOLLAR PLUS COSTS.

NOW, FEBRUARY 4, 2002, SENT BILL TO THE PLAINTIFF FOR COSTS DUE ON SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11845

FIRST COMMONWEALTH BANK ET AL

01-1409-CD

VS.

SILVIS, SCOTT D.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, MARCH 19, 2002, RECEIVED ATTORNEY CHECK #229570 IN THE AMOUNT OF NINE HUNDRED EIGHTY-FOUR DOLLARS AND TWENTY-FIVE CENTS (\$984.25) THE AMOUNT OF SIX DOLLARS AND FOURTEEN CENTS (\$6.14) WAS ADDED TO COSTS FOR INTEREST DUE TAX CLAIM.

NOW, MARCH 20, 2002, PAID COSTS FROM ADVANCE WITH ATTORNEY PAYING REMAINING COSTS. HAVE NOT RECEIVED NOTICE FROM DUBOIS CITY THAT SMOKE TEST IS COMPLETE, DEED WILL BE FILED WHEN RECEIVED.

NOW, APRIL 29, 2002, RECEIVED A FAX WITH COPY OF SMOKE TEST FOR THE CITY OF DUBOIS.

NOW, MAY 1, 2002, CITY SEAL WAS ATTACHED TO DEED.

NOW, MAY 2, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF PURCHASING PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS, DEED WAS FILED THIS DATE.

**SHERIFF HAWKINS \$250.65
SURCHARGE \$ 40.00
PAID BY ATTORNEY**

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

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

Plaintiff,

vs.

SCOTT D. SILVIS and
TINA L. SILVIS,

Defendants.

CIVIL DIVISION

No. 01-1409-CD

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

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

Counsel of record for this party:

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

SALE DATE: FEBRUARY 1, 2002

FILED

FEB 01 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

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

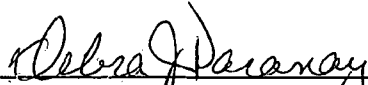
The undersigned does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certified Mail to the Defendants on the 14th day of December, 2001, and that the Notice of Sale was received by Defendant, Tina L. Silvis, on the 27th day of December, 2001, and by Defendant, Scott D. Silvis, on the 20th day of December, 2001. A copy of the Certified Mail Receipts is attached hereto as Exhibit "A".

The undersigned further certifies that the undersigned personally mailed a copy of the Notice of Sale in the above captioned matter by Certificate of Mailing (P.S. Form #3817) to all Lien Creditors and Parties of Interest on the 17th day of December, 2001 as evidenced by P.S. Forms 3817 attached hereto as Exhibit "B".



Christopher J. Richardson, Esquire

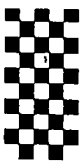
Sworn to and subscribed before me
this 29th day of January, 2002.



Notary Public

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

166606.1:BF/#11555-29322


**UNITED STATES
POSTAL SERVICE™**

Date: 01/29/2002

Fax Transmission To: DEBBIE P. PARANAY
Fax Number: 412-594-5619

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

OFFICIAL USE

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

Postmark
Here

12-14-01

Sent To
Scott D. Silvis
Street, Apt. No., or PO Box No.
424 Bryan Court
City, State, ZIP+4
Newport News, VA 23606

PS Form 3800, May 2000

See Reverse for Instructions

Dear DEBBIE P. PARANAY:

The following is in response to your 01/29/2002 request for delivery information on your Certified item number 70001670001274413410. The delivery record shows that this item was delivered on 12/20/2001 at 03:52 PM in NEWPORT NEWS, VA 23606. The scanned image of the recipient information is provided below.

Signature of Recipient:

Scott D. Silvis

SCOTT D. SILVIS

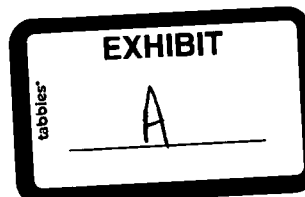
Address of Recipient:

14 PLEASANT DR. NW. VA 23606

Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service



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

OFFICIAL USE

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

Postmark
Here
12-14-01

Sent to
 Tina L. Silvis
 R.R. 1, Box 3A
 Rockton, PA 15856

PS Form 3800, May 2000 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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

Ms. Tina L. Silvis
 R.R. 1, Box 3A
 Rockton, PA 15856

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) **DEC 27 2001** B. Date of Delivery

C. Signature *Tina L. Silvis* ☐ Agent ☐ Addressee

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

If YES, enter delivery address below:

3. Service Type:

☒ Certified Mail ☐ Express Mail

☐ Registered ☐ Return Receipt for Merchandise

☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)
 70001670 0012 7441 3434

PS Form 3811, July 1999 Domestic Return Receipt 11555-29322

102595-00 M-0952

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Scott D. Silvis
424 Bryan Court
Newport News, VA 23606

Your Real Estate at 332 S. Highland Street, DuBois, Pennsylvania 15801, is scheduled to be sold at Sheriff's Sale on Friday, February 1, 2002, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of First Commonwealth Bank, f/k/a Deposit Bank, obtained by the Bank against you.

NOTICE OF OWNER'S RIGHTS

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

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

1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Christopher J. Richardson, Esquire at Tucker Arensberg, P.C. (412) 594-5604.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact an attorney, the more chance you will have of stopping the sale. (See notice on next page to find out how to obtain an attorney.)

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

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

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

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



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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	No. 01-1409-CD
Plaintiff,)	
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

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SUBJECT to any and all restrictions of record in the chain of title of said parcel.

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TAX PARCEL I.D. NO. 7-4-11-3304



Christopher J. Richardson, Esquire

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

NOTICE OF SHERIFF'S SALE OF REAL ESTATE

TO: Tina L. Silvis
R.R. 1, Box 3A
Rockton, PA 15856

Your Real Estate at 332 S. Highland Street, DuBois, Pennsylvania 15801, is scheduled to be sold at Sheriff's Sale on Friday, February 1, 2002, at 10:00 a.m. in the Clearfield County Courthouse, Clearfield, Pennsylvania, to enforce the court judgment of First Commonwealth Bank, f/k/a Deposit Bank, obtained by the Bank against you.

NOTICE OF OWNER'S RIGHTS

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

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


1. The sale will be cancelled if you pay to First Commonwealth Bank: the amount of judgment plus costs, the back payments, late charges, costs and reasonable attorney's fees due. To find out how much you must pay, you may call: Christopher J. Richardson, Esquire at Tucker Arensberg, P.C. (412) 594-5604.
2. You may be able to stop the sale by filing a petition asking the Court to strike or open the judgment, if the judgment was improperly entered. You may also ask the Court to postpone the sale for good cause.
3. You may also be able to stop the sale through other legal proceedings. **YOU MAY NEED AN ATTORNEY TO ASSERT YOUR RIGHTS.** The sooner you contact an attorney, the more chance you will have of stopping the sale. (See notice on next page to find out how to obtain an attorney.)

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

1. If the Sheriff's Sale is not stopped, your property will be sold to the highest bidder. You may find out the price bid by calling the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
2. You may be able to petition the Court to set aside the sale if the bid price was grossly inadequate compared to the value of your property.
3. The sale will go through only if the buyer pays the Sheriff the full amount due in the sale. To find out if this has happened, you may call the Sheriff of Clearfield County, Pennsylvania at (814) 765-2641.
4. If the amount due from the buyer is not paid to the Sheriff, you will remain the owner of the property as if the sale never happened.
5. You have the right to remain in the property until the full amount is paid to the Sheriff and the Sheriff gives a deed to the buyer. You do not have the right to remove the fixtures from the property or to damage or destroy the same, and you could be held legally responsible if such removal or damage occurs during your occupancy. At the time that the deed is delivered to the buyer, you must vacate the premises and, should you fail to do so, the buyer may bring legal proceedings against you in order to effect your eviction.
6. You may be entitled to a share of the money which was paid for your real estate. A schedule of distribution of the money bid for your real estate will be filed by the Sheriff on or before thirty (30) days from the date of the Sheriff's Sale. This schedule will state who will be receiving that money. The money will be paid out in accordance with this schedule unless exceptions (reasons why the proposed distribution is wrong) are filed with the Sheriff within ten (10) days after the filing of the schedule of distribution. The schedule of distribution is available for inspection by you at the Sheriff's Office, Clearfield County Courthouse, Clearfield, Pennsylvania 16830.
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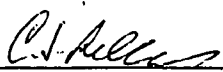
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TAX PARCEL I.D. NO. 7-4-11-3304



Christopher J. Richardson, Esquire

U.S. POSTAL SERVICE		CERTIFICATE OF MAILING	
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL, DOES NOT PROVIDE FOR INSURANCE—POSTMASTER			
Received From:			
Debbie Parany			
Paralegal			
Tucker Arensberg, P.C.			
1500 One PPG Place			
Pittsburgh, PA 15222			
One piece of ordinary mail addressed to:			
DuBois Area School District			
c/o Alexis Stets, Tax Collector			
Bux 408			
DuBois, PA 15801			

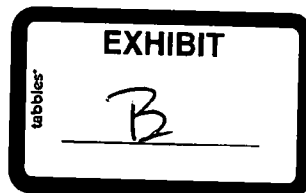
PS Form 3817, Mar. 1989 11555-29322 SILVIS

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

PS Form 3817, Mar. 1989 11555-29322 SILVIS

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Tucker Arensberg, P.C.			
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Pittsburgh, PA 15222			
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Clearfield County Treasurer			
P.O. Box 289			
Clearfield, PA 16830			

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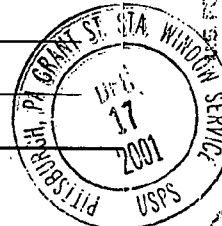
Debbie Paraney
Paralegal
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:

Beneficial Mortgage Co.

90 Beaver Drive

DuBois, PA 15801



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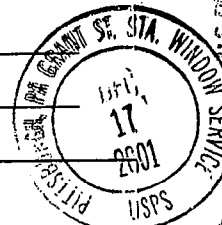
One piece of ordinary mail addressed to:

Pa. Housing finance Agency

2102 N. Front Street

P. O. Box 15530

Harrisburg, PA 17105



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Paralegal
Tucker Arensberg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

One piece of ordinary mail addressed to:

Clearfield County

c/o Alexis Stets, Tax Collector

Box 408

DuBois, PA 15801



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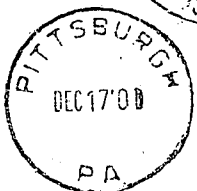
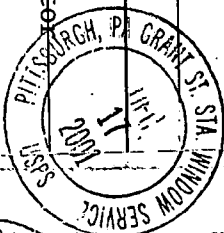
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Box 408

DuBois, PA 15801



PS Form 3817, Mar. 1989 11555-29322 SILVIS



December 14, 2001

Christopher J. Richardson 412-594-5604
crichardson@tuckerlaw.com

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

Suggested Reference: Tax Parcel No.: 7-4-11-3304

Re: First Commonwealth Bank, f/k/a Deposit Bank,
vs. Scott D. Silvis and Tina L. Silvis
No. 01-1409-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 01-1409-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, FEBRUARY 1, 2002 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE FOURTH WARD, CITY OF DUBOIS, WITH AN ADDRESS OF 332 SOUTH HIGHLAND STREET, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

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

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$25,359.26, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

:djp
Enclosures

162205.1:BF/#11555-29322

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	No. 01-1409-CD
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vs.)	
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TAX PARCEL I.D. NO. 7-4-11-3304



Christopher J. Richardson, Esquire



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Christopher J. Richardson 412-594-5604
crichardson@tuckerlaw.com

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

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Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619 162205.1 BF/#11555-29322

Pittsburgh Airport Area • Harrisburg

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

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TAX PARCEL I.D. NO. 7-4-11-3304



Christopher J. Richardson, Esquire



December 14, 2001

Christopher J. Richardson 412-594-5604
crichardson@tuckerlaw.com

City of DuBois
c/o Alexis Stets, Tax Collector
Box 408
DuBois, PA 15801

Suggested Reference: Tax Parcel No.: 7-4-11-3304

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Pittsburgh Airport Area • Harrisburg

E-mail: tapc@tuckerlaw.com
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Christopher J. Richardson, Esquire



December 14, 2001

Christopher J. Richardson 412-594-5604
crichardson@tuckerlaw.com

DuBois Area School District
c/o Alexis Stets, Tax Collector
Box 408
DuBois, PA 15801

Suggested Reference: Tax Parcel No.: 7-4-11-3304

Re: First Commonwealth Bank, f/k/a Deposit Bank,
vs. Scott D. Silvis and Tina L. Silvis
No. 01-1409-CD in the Court of Common Pleas of Clearfield County

NOTICE TO LIENHOLDER:

Dear Lienholder:

TAKE NOTICE: YOU ARE HEREBY NOTIFIED THAT FIRST COMMONWEALTH BANK, F/K/A DEPOSIT BANK, HAS ENTERED JUDGMENT ON A COMPLAINT IN MORTGAGE FORECLOSURE AGAINST THE ABOVE MENTIONED PERSONS AND HAS ISSUED A WRIT OF EXECUTION AT NO. 01-1409-CD, AND THAT THE SHERIFF OF CLEARFIELD COUNTY HAS SCHEDULED A SHERIFF'S SALE ON SAID EXECUTION FOR FRIDAY, FEBRUARY 1, 2002 AT 10:00 A.M. PREVAILING TIME, IN THE CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD, PENNSYLVANIA 16830. THE PROPERTY UPON WHICH EXECUTION WAS ISSUED IS SITUATED IN THE FOURTH WARD, CITY OF DUBOIS, WITH AN ADDRESS OF 332 SOUTH HIGHLAND STREET, DUBOIS, PENNSYLVANIA 15801. SEE ATTACHED COPY OF COMPLETE DESCRIPTION.

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

YOU ARE A LIENHOLDER OF RECORD FOR ANY DELINQUENT TAXES THAT MAY BE DUE. JUDGMENT HAS BEEN ENTERED IN THE AMOUNT OF \$25,359.26, PLUS INTEREST TO THE DATE OF SHERIFF'S SALE TOGETHER WITH LATE CHARGES AND ALL COSTS OF SUIT.

Very truly yours,

TUCKER ARENSBERG, P.C.

Christopher J. Richardson

:djp
Enclosures

1500 ONE PPG PLACE PITTSBURGH, PENNSYLVANIA 15222 412-566-1212 FAX 412-594-5619 162205 1:BF/#11555-29322

Pittsburgh Airport Area • Harrisburg

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

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FIRST COMMONWEALTH BANK,	)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
	)	No. 01-1409-CD
Plaintiff,)	
)	
vs.)	
)	
SCOTT D. SILVIS and)	
TINA L. SILVIS,)	
)	
Defendants.)	

TO THE SHERIFF OF CLEARFIELD COUNTY:

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

LEGAL DESCRIPTION OF REAL ESTATE

ALL that certain piece or parcel of real estate located in the City of DuBois, Clearfield County, Pennsylvania, bounded and described as follows, to-wit:

BEGINNING at a post or pin in corner of lot now or formerly of J. K. Seyler, in line of South Highland Street, on the west side of the said street;

THENCE, southerly along said street line, a distance of 26 ½ feet to a post or pin in corner of lands conveyed of date of March 22, 1923, to James Stover;

THENCE, by said line westerly to the line of an alley on the rear of said lot;


THENCE, by line of the said Seyler lot easterly to post or pin said piece being a part of what is known as Lot No. 222 of the H. S. Knarr Addition to DuBois, that is to say the northerly one-half of said lot, and the remainder of the lot left after the said conveyance of the southerly part to the said James Stover as aforesaid.

SUBJECT to any and all restrictions of record in the chain of title of said parcel.

BEING the same premises granted and conveyed unto Scott D. Silvis and Tina L. Silvis by deed of Eugene P. Gilbert and Sharon L. Gilbert dated April 29, 1996, and recorded in the Office of the Recorder of Deeds for Clearfield County, Pennsylvania on April 30, 1996 in Deed Book Volume 1754, page 133.

ALSO BEING the same premises granted and conveyed unto Scott D. Silvis, individually, by deed of Scott D. Silvis and Tina L. Silvis, husband and wife, as tenants by the entireties, dated November 14, 1997, and recorded on December 5, 1997 in the Office of the Recorder of Deeds of Clearfield County, Pennsylvania in Deed Book Volume 1892, page 406.

TAX PARCEL I.D. NO. 7-4-11-3304



Christopher J. Richardson, Esquire



December 14, 2001

Christopher J. Richardson 412-594-5604
crichardson@tuckerlaw.com

Clearfield County
c/o Alexis Stets, Tax Collector
Box 408
DuBois, PA 15801

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FIRST COMMONWEALTH BANK,)	CIVIL DIVISION
f/k/a DEPOSIT BANK,)	
)	No. 01-1409-CD
Plaintiff,)	
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vs.)	
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TAX PARCEL I.D. NO. 7-4-11-3304



Christopher J. Richardson, Esquire



December 14, 2001

Christopher J. Richardson 412-594-5604
crichardson@tuckerlaw.com

Beneficial Mortgage Co.
90 Beaver Drive
DuBois, PA 15801

Suggested Reference: Your Mortgage dated 08/11/98; recorded 08/12/98 MBV 1959/261

Re: First Commonwealth Bank, f/k/a Deposit Bank,
vs. Scott D. Silvis and Tina L. Silvis
No. 01-1409-CD in the Court of Common Pleas of Clearfield County

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)	No. 01-1409-CD
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TAX PARCEL I.D. NO. 7-4-11-3304



Christopher J. Richardson, Esquire



December 14, 2001

Christopher J. Richardson 412-594-5604
crichardson@tuckerlaw.com

Pa. Housing Finance Agency
2101 N. Front Street
P. O. Box 15530
Harrisburg, PA 17105

Suggested Reference:

Your Mortgage dated 12/14/99; recorded 12/14/99; instrument no. 199920390

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