

01-1533-CD ...  
MELLON BANK, NA -vs- BRADLEY A. JOHNSON et al

**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE

ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 63871

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
WILKES-BARRE, PA 18701-1867  
(570) 825-9401

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA 15259-0002

Plaintiff

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD #3, Box 114  
DuBois, PA 15801

Defendants

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: IN MORTGAGE FORECLOSURE  
:  
:  
:  
: NO. 01-1533

**PRAECIPE FOR**  
**ENTRY OF DEFAULT JUDGMENT**

TO: PROTHONOTARY

Please enter judgment in favor of the plaintiff, Mellon Bank, and against the defendants,  
Bradley A. Johnson and Robin L. Johnson, by reason of their failure, within the required  
period of time, to file an answer to the plaintiff's complaint, which was properly endorsed  
with a notice to plead.

**FILED**

OCT 3 1 2001

William A. Shaw  
Prothonotary

The plaintiff's damages are in the amount of \$32,147.26, plus accrued interest from August 21, 2001, through to the date of distribution of sheriff's sale, accruing at the *per diem* rate of \$7.08, attorney's fees in the amount of 20% of the total outstanding indebtedness and costs until paid.

A true and correct copy of the notice of intention to enter default judgment, which was mailed to the defendants, Bradley A. Johnson and Robin L. Johnson, is attached hereto, incorporated herein by reference and marked Exhibit "A."

Respectfully submitted,

HOURIGAN, KLUGER & QUINN, P.C.

BY: 

James T. Shoemaker, Esquire

I.D. No. 63871

Counsel for the plaintiff, Mellon Bank, N.A.

Suite 700, Mellon Bank Center  
8 West Market Street  
Wilkes-Barre, PA 18701-1867  
(570) 825-9401  
(570) 829-3460 (Fax)

Dated: October 29, 2001

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA 15259-0002

Plaintiff

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD #3, Box 114  
DuBois, PA 15801

Defendants

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY

: CIVIL ACTION - LAW

: IN MORTGAGE FORECLOSURE

: NO. 01-1533

**DEFAULT JUDGMENT**

AND NOW, this 31st day of October, 2001, judgment is entered in favor of the plaintiff, Mellon Bank, N.A., by reason of the defendants, Bradley A. Johnson and Robin L. Johnson's failure, within the required period of time, to file an answer to plaintiff's complaint, which was properly endorsed with a notice to plead.

The plaintiff's damages are in the amount of \$32,147.26, plus accrued interest from August 21, 2001, through to the date of distribution of sheriff's sale, accruing at the *per diem* rate of \$7.08, attorney's fees in the amount of 20% of the total outstanding indebtedness and costs until paid.

PROTHONOTARY

By: \_\_\_\_\_



**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE

ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 63871

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
WILKES-BARRE, PA 18701-1867  
(570) 825-9401

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA 15259-0002

Plaintiff

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD #3, Box 114  
DuBois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

NO. 01-1533

**CERTIFICATE OF SERVICE**

I, James T. Shoemaker, Esquire, hereby certify that I am serving a true and correct copy of the plaintiff's praecipe for entry of default judgment, by depositing said document in the United States mail, first class, postage pre-paid, addressed as follows:

Bradley A. Johnson  
202 West Scribner  
DuBois, PA 15801

Robin L. Johnson  
202 West Scribner  
DuBois, PA 15801

Respectfully submitted,  
HOURIGAN, KLUGER & QUINN, P.C.

By: 

James T. Shoemaker, Esquire

I.D. No. 63871

Counsel for the plaintiff, Mellon Bank, N.A.

700 Mellon Bank Center  
8 West Market Street  
Wilkes-Barre, PA 18701-1867  
Telephone: (570) 825-9401  
Facsimile: (570) 829-3460  
Dated: October 29, 2001

**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esq.

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
WILKES-BARRE, PA 18701-1867  
(570) 825-9401

**FILED**

OCT 17 2001  
m/12:22 p.m.  
William A. Shaw  
Prothonotary

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA 15259-0002

Plaintiff

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD #3, Box 114  
DuBois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

CIVIL ACTION - LAW

IN MORTGAGE FORECLOSURE

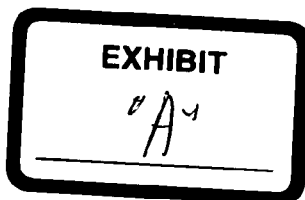
NO. 01-1533

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: Bradley A. Johnson  
202 West Scribner  
DuBois, PA 15801

Robin L. Johnson  
202 West Scribner  
DuBois, PA 15801

You are in default because you have failed to answer the complaint of the plaintiff, Mellon Bank, N.A. 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**


DAVID S. MEHOLICK, COURT ADMINISTRATOR  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

or

PENNSYLVANIA LAWYERS REFERRAL SERVICE  
P.O. Box 1086, 100 South Street  
Harrisburg, PA 17108  
Pennsylvania residents phone: 1-800-692-7375  
Out-of-state residents phone: 1-717-238-6715

Respectfully submitted,  
HOURIGAN, KLUGER & QUINN

BY:

  
\_\_\_\_\_  
JAMES T. SHOEMAKER, ESQUIRE  
ID NO 63871  
Counsel for the Plaintiff, Mellon Bank, N.A.

700 Mellon Bank Center  
8 W Market St.  
Wilkes-Barre PA 18701  
(570) 825-9401  
(570) 829-3460 Fax

Date: October 15, 2001

**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE

ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 63871

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
WILKES-BARRE, PA 18701-1867  
(570) 825-9401

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA 15259-0002

Plaintiff

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD #3, Box 114  
DuBois, PA 15801

Defendants

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY  
:

: CIVIL ACTION - LAW  
:

: IN MORTGAGE FORECLOSURE  
:

: NO. 01-1533


**CERTIFICATE OF SERVICE**

I, James T. Shoemaker, Esquire, hereby certify that I am serving a true and correct copy of the plaintiff's notice of praecipe for entry of default judgment, by depositing said document in the United States mail, first class, postage pre-paid, addressed as follows:

Bradley A. Johnson  
202 West Scribner  
DuBois, PA 15801

Robin L. Johnson  
202 West Scribner  
DuBois, PA 15801

Respectfully submitted,  
HOURIGAN, KLUGER & QUINN, P.C.

By:   
James T. Shoemaker, Esquire  
I.D. No. 63871  
Counsel for the plaintiff, Mellon Bank, N.A.

700 Mellon Bank Center  
8 West Market Street  
Wilkes-Barre, PA 18701-1867  
Telephone: (570) 825-9401  
Facsimile: (570) 829-3460  
Dated: October 15, 2001



FILED

OCT 31 2001

M13301 City  
William A. Shaw  
Prothonotary

Shemake  
Pd \$20.00

Notes to Days  
Stat to City. ~~2~~

Prothonotary  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, Pa 16830

**CLEARFIELD COUNTY PENNSYLVANIA**

TO: Bradley A. Johnson  
202 West Scribner  
DuBois, PA 15801

AS PRESCRIBED BY LAW, YOU ARE NOTIFIED THAT A JUDGMENT HAS BEEN FILED IN THIS OFFICE AGAINST YOU BY MELLON BANK, N.A. IN THE AMOUNT OF THIRTY TWO THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS AND 26/100 (\$32,147.26), PLUS ACCRUED INTEREST FROM AUGUST 21, 2001 THROUGH THE DATE OF DISTRIBUTION OF SHERIFF'S SALE, ACCRUING AT THE PER DIEM RATE OF \$7.08, ATTORNEY'S FEES IN THE AMOUNT OF 20% OF THE TOTAL OUTSTANDING INDEBTEDNESS AND COSTS UNTIL PAID, ON THE 31st DAY OF October, 2001.

Yours truly,



---

Prothonotary

CCNY

Prothonotary  
Clearfield County Courthouse  
1 North Second Street  
Clearfield, Pa 16830

**CLEARFIELD COUNTY PENNSYLVANIA**

TO: Robin L. Johnson  
202 West Scribner  
DuBois, PA 15801

AS PRESCRIBED BY LAW, YOU ARE NOTIFIED THAT A JUDGMENT HAS BEEN FILED IN THIS OFFICE AGAINST YOU BY MELLON BANK, N.A. IN THE AMOUNT OF THIRTY TWO THOUSAND ONE HUNDRED FORTY-SEVEN DOLLARS AND 26/100 (\$32,147.26), PLUS ACCRUED INTEREST FROM AUGUST 21, 2001 THROUGH THE DATE OF DISTRIBUTION OF SHERIFF'S SALE, ACCRUING AT THE PER DIEM RATE OF \$7.08, ATTORNEY'S FEES IN THE AMOUNT OF 20% OF THE TOTAL OUTSTANDING INDEBTEDNESS AND COSTS UNTIL PAID, ON THE 31st DAY OF October, 2001.

Yours truly,



Prothonotary

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

Mellon Bank, N.A.  
Plaintiff(s)

No.: 2001-01533-CD

Real Debt: \$32,147.26

Atty's Comm:

Vs.

Costs: \$

Int. From:

Bradley A. Johnson  
Robin L. Johnson  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: October 31, 2001

Expires: October 31, 2006

Certified from the record this 31st 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

**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esq.

ATTORNEY FOR PLAINTIFF

IDENTIFICATION NO. 63871

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
WILKES-BARRE, PA 18701-1867  
(570) 825-9401

**FILED**

**OCT 17 2001**

**William A. Shaw**  
**Prothonotary**

MELLON BANK, N.A.,	:	IN THE COURT OF COMMON PLEAS
2 Mellon Bank Center	:	OF CLEARFIELD COUNTY
Pittsburgh, PA 15259-0002	:	
	:	CIVIL ACTION - LAW
Plaintiff	:	
vs.	:	IN MORTGAGE FORECLOSURE
	:	
BRADLEY A. JOHNSON and	:	
ROBIN L. JOHNSON	:	
RD #3, Box 114	:	
DuBois, PA 15801	:	
Defendants	:	NO. 01-1533

**NOTICE OF PRAECIPE TO ENTER JUDGMENT BY DEFAULT**

To: Bradley A. Johnson	Robin L. Johnson
202 West Scribner	202 West Scribner
DuBois, PA 15801	DuBois, PA 15801

You are in default because you have failed to answer the complaint of the plaintiff, Mellon Bank, N.A. 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 PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.**

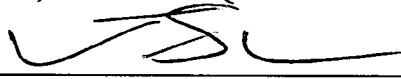
DAVID S. MEHOLICK, COURT ADMINISTRATOR  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641

or

PENNSYLVANIA LAWYERS REFERRAL SERVICE  
P.O. Box 1086, 100 South Street  
Harrisburg, PA 17108  
Pennsylvania residents phone: 1-800-692-7375  
Out-of-state residents phone: 1-717-238-6715

Respectfully submitted,  
HOURIGAN, KLUGER & QUINN

BY:

  
\_\_\_\_\_  
JAMES T. SHOEMAKER, ESQUIRE  
ID NO 63871  
Counsel for the Plaintiff, Mellon Bank, N.A.

700 Mellon Bank Center  
8 W Market St.  
Wilkes-Barre PA 18701  
(570) 825-9401  
(570) 829-3460 Fax

Date: October 15, 2001

**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: JAMES T. SHOEMAKER, ESQUIRE

ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 63871

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
WILKES-BARRE, PA 18701-1867  
(570) 825-9401

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA 15259-0002

Plaintiff

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD #3, Box 114  
DuBois, PA 15801

Defendants

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY  
:

: CIVIL ACTION - LAW  
:

: IN MORTGAGE FORECLOSURE  
:

: NO. 01-1533

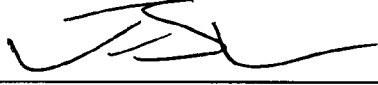
**CERTIFICATE OF SERVICE**

I, James T. Shoemaker, Esquire, hereby certify that I am serving a true and correct copy of the plaintiff's notice of praecipe for entry of default judgment, by depositing said document in the United States mail, first class, postage pre-paid, addressed as follows:

Bradley A. Johnson  
202 West Scribner  
DuBois, PA 15801

Robin L. Johnson  
202 West Scribner  
DuBois, PA 15801

Respectfully submitted,  
HOURIGAN, KLUGER & QUINN, P.C.

By:   
James T. Shoemaker, Esquire  
I.D. No. 63871  
Counsel for the plaintiff, Mellon Bank, N.A.

700 Mellon Bank Center  
8 West Market Street  
Wilkes-Barre, PA 18701-1867  
Telephone: (570) 825-9401  
Facsimile: (570) 829-3460  
Dated: October 15, 2001

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

Sheriff Docket # 11514

MELLON BANK

01-1533-CD

VS.

JOHNSON, BRADLEY A. & ROBIN L.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

NOW SEPTEMBER 21, 2001 AT 3:10 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON BRADLEY A. JOHNSON, DEFENDANT AT RESIDENCE, 202 WEST SCRIBNER, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO BRADLEY JOHNSON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.  
SERVED BY: SNYDER

NOW SEPTEMBER 21, 2001 AT 3:10 PM DST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBIN L. JOHNSON, DEFENDANT AT RESIDENCE, 202 WEST SCRIBNER, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBIN L. JOHNSON 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
49.04	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

**FILED**

OCT 01 2001

01330 PM

Wm A. Shaw  
Prothonotary

*[Signature]*

Sworn to Before Me This

1st Day Of October, 2001  
*[Signature]*  
WILLIAM A. SHAW  
Prothonotary  
My Commission Expires  
1st Monday in Jan. 2002  
Clearfield Co., Clearfield, PA.

So Answers,

*[Signature]*  
by *[Signature]* *[Signature]*  
Chester A. Hawkins  
Sheriff



**PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183**

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA, 15259,

Plaintiff,

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD3, Box 114  
DUBOIS, PA 15801,

Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

PRAECIPE FOR WRIT OF EXECUTION

NO. 01-1533

To the Prothonotary:

Issue writ of execution in the above matter.

Principal indebtedness \$32,147.26

Accrued interest from 08/21/01 through

\_\_\_\_\_ (*per diem* \$7.08)

Attorney's fees 20% \_\_\_\_\_

TOTAL

\$32,147.26 plus costs, interest and  
attorney's fees



James T. Shoemaker, Esquire  
Attorney for the plaintiff

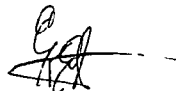
**FILED**

DEC 21 2001

m p. 301 atty Shoemaker pd  
William A. Shaw  
Prothonotary \$20.00

467339.1

6 writs Shry



No. 01-1533 Term, 2001 J.D.

No. \_\_\_\_\_ Term, 19 \_\_\_\_ E.D.

**IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA**

MELLON BANK, N.A.

Plaintiff,

vs.

BRADLEY A. JOHNSON AND ROBIN L. JOHNSON

Defendants.

---

**PRAECIPE FOR WRIT OF EXECUTION**  
(Mortgage Foreclosure)

Filed:

---

JAMES T. SHOEMAKER, ESQUIRE  
Address: 700 Mellon Bank Center  
8 W. Market St.  
Wilkes-Barre, PA 18701

Where papers may be served

7

**WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180 to 3183 Rule 3257**

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA, 15259,

Plaintiff,

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD3, Box 114  
DUBOIS, PA 15801,

Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

WRIT OF EXECUTION

NO. 01-1533

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

See attached legal description marked Exhibit "A"

Principal indebtedness	\$32,147.26
------------------------	-------------

Accrued interest from 08/21/01 through _____ (per diem \$7.08)	
---	--

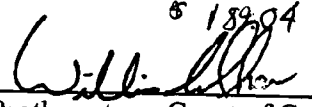
Attorney's fees 20%	_____
---------------------	-------

TOTAL

\$32,147.26 plus costs, interest  
and attorney's fees

Costs:

\$ 182.04

  
Prothonotary, Court of Common Pleas of  
Clearfield County, Pennsylvania

Dated: Dec 21, 2001

(SEAL)

By: \_\_\_\_\_  
Deputy

**PRAECIPE FOR WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180-3183**

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA, 15259,

Plaintiff,

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD3, Box 114  
DUBOIS, PA 15801,

Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

PRAECIPE FOR WRIT OF EXECUTION

NO. 01-1533

To the Prothonotary:

Issue writ of execution in the above matter.


Principal indebtedness \$32,147.26

Accrued interest from 08/21/01 through  
\_\_\_\_\_ (*per diem* \$7.08)

Attorney's fees 20%

TOTAL

\$32,147.26 plus costs, interest and  
attorney's fees

  
\_\_\_\_\_  
James T. Shoemaker, Esquire  
Attorney for the plaintiff

ALL that certain piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron stake along the Township Road;

THENCE in an easterly direction 16 rods to a stake;

THENCE in a southerly direction 10 rods to a stake;

THENCE in a westerly direction 16 rods to a stake at the Township Road;

THENCE in a northerly direction 10 rods along the Township Road to the place of beginning.

CONTAINING an acre, more or less.

TAX PARCEL #128-CO4-000-00063.

THE PROPERTY IDENTIFICATION NUMBER  
OF THE ABOVE DESCRIBED PARCEL IS: 128-C4-63

This property is improved with a residential dwelling.

ADDRESS: RD3 Box 114, Dubois, PA 15801

**WRIT OF EXECUTION - (MORTGAGE FORECLOSURE)**  
**P.R.C.P. 3180 to 3183 Rule 3257**

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA, 15259,

Plaintiff,

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD3, Box 114  
DUBOIS, PA 15801,

Defendants.

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY

WRIT OF EXECUTION

NO. 01-1533

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF CLEARFIELD

TO THE SHERIFF OF CLEARFIELD COUNTY, PENNSYLVANIA:

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

See attached legal description marked Exhibit "A"

Principal indebtedness \$32,147.26

Accrued interest from 08/21/01 through  
\_\_\_\_\_ (per diem \$7.08)

Attorney's fees 20% \_\_\_\_\_

TOTAL

\$32,147.26 plus costs, interest  
and attorney's fees

COSTS:

<sup>189.01</sup>  
William L. Liska  
Prothonotary, Court of Common Pleas of  
Clearfield County, Pennsylvania

Dated: Dec 21, 2001

(SEAL)

By: \_\_\_\_\_  
Deputy

RECEIVED DEC 21 2001

@ 11:00 AM

Chester A. Hawkins  
467348.1 by Margaret W. Puff

No. 01-1533 Term, 2001 J.D.

No. \_\_\_\_\_ Term, 19 \_\_\_\_ E.D.

**IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
PENNSYLVANIA**

MELLON BANK, N.A.

Plaintiff

vs.

BRADLEY A. JOHNSON AND ROBIN L. JOHNSON

Defendants

**WRIT OF EXECUTION**

Principal indebtedness	\$32,147.26
Accrued interest from 08/21/01 through	
_____ (per diem \$7.08)	
Attorney's fees 20%	
TOTAL	<u>32,147.26</u>
	plus costs, interest and attorney's fees

James T. Shoemaker Esq., attorney for Plaintiff(s)  
Address: 700 Mellon Bank Center  
8 W. Market St.  
Wilkes-Barre, PA 18701

Where papers may be served

ALL that certain piece or parcel of land situate in Sandy Township, Clearfield County, Pennsylvania, and being bounded and described as follows, to wit:

BEGINNING at an iron stake along the Township Road;

THENCE in an easterly direction 16 rods to a stake;

THENCE in a southerly direction 10 rods to a stake;

THENCE in a westerly direction 16 rods to a stake at the Township Road;

THENCE in a northerly direction 10 rods along the Township Road to the place of beginning.

CONTAINING an acre, more or less.

TAX PARCEL #128-CO4-000-00063.

THE PROPERTY IDENTIFICATION NUMBER  
OF THE ABOVE DESCRIBED PARCEL IS: 128-C4-63

This property is improved with a residential dwelling.

ADDRESS: RD3 Box 114, Dubois, PA 15801



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

Sheriff Docket # 11961

MELLON BANK, N.A.

01-1533-CD

VS.

JOHNSON, BRADLEY A.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

---

NOW, FEBRUARY 7, 2002, AT 12:30 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS POSTED THIS DATE.

A SALE IS SCHEDULED FOR FRIDAY, APRIL 5, 2002, AT 10:00 AM.

NOW, FEBRUARY 7, 2002, AT 12:00 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ROBIN L. JOHNSON, WIFE OF BRADLEY A. JOHNSON, DEFENDANT, AT HER PLACE OF RESIDENCE, 202 WEST SCRIBNER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO ROBIN L. JOHNSON, WIFE OF BRADLEY A. JOHNSON, 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, FEBRUARY 7, 2002, AT 12:00 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON ROBIN L. JOHNSON, DEFENDANT, AT HER PLACE OF RESIDENCE, 202 WEST SCRIBNER AVENUE, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA, 15801, BY HANDING TO ROBIN L. JOHNSON, 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, APRIL 5, 2002, A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS. PROPERTY WAS PURCHASED BY THE PLAINTIFF FOR ONE DOLLAR (\$1.00) PLUS COSTS.SENT BILL TO ATTORNEY FOR COSTS THAT ARE DUE.

NOW, APRIL 18, 2002, RECEIVED ATTORNEY CHECK #84061 IN THE AMOUNT OF THREE THOUSAND THREE HUNDRED FIFTY-FOUR DOLLARS AND SEVENTY-EIGHT CENTS (\$3,354.78) FOR COSTS DUE ON SALE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket #

11961

MELLON BANK, N.A.

01-1533-CD

VS.

\*JOHNSON, BRADLEY A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, APRIL 22, 2002, BILLED ATTORNEY FOR ADDITIONAL TAXES DUE TAX  
CLAIM - WE WERE GIVEN THE WRONG AMOUNT AT THE TIME OF SALE.

NOW, APRIL 30, 2002, RECEIVED ATTORNEY CHECK #84294 IN THE AMOUNT OF  
THREE HUNDRED SEVENTY-TWO DOLLARS FOR ADDITIONAL TAXES DUE TAX  
CLAIM.

NOW, MAY 7, 2002, RETURN WRIT AS A SALE BEING HELD WITH THE PLAINTIFF  
PURCHASING THE PROPERTY FOR ONE DOLLAR (\$1.00) PLUS COSTS. PAID  
COSTS FROM ADVANCE WITH ATTORNEY PAYING REMAINING COSTS.

SHERIFF HAWKINS \$235.42

SURCHARGE \$ 40.00

PAID BY ATTORNEY

FILED

0/3:51  
MAY 07 2002

William A. Shaw  
Prothonotary

Sworn to Before Me This

7<sup>th</sup> Day Of May 2002  
*William A. Shaw*

So Answers,

*Chester A. Hawkins*  
by Margaret N. Pratt  
Chester A. Hawkins  
Sheriff

REAL ESTATE SALE

# REAL ESTATE SALE SCHEDULE OF DISTRIBUTION

REAL ESTATE SALE

NOW, APRIL 8, 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 5th day of APRIL 2002, I exposed the within described real estate of **BRADLEY A. JOHNSON AND ROBIN L. JOHNSON**

to public venue or outcry at which time and place I sold the same to MELLON BANK, N.A.  
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	.64 +	4.08
HANDBILLS		15.00
DISTRIBUTION		25.00
ADVERTISING		15.00
ADD'L SERVICE		15.00
DEED		30.00
ADD'L POSTING		15.00
ADD'L MILEAGE		
ADD'L LEVY		
BID AMOUNT		1.00
RETURNS/DEPUTIZE		
COPIES / BILLING	\$15.00 +	5.00
BILLING - PHONE - FAX		5.00
<b>TOTAL SHERIFF COSTS</b>	<b>\$</b>	<b>235.42</b>

**DEED COSTS:**

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

**DEBT & INTEREST:**

DEBT-AMOUNT DUE	\$ 32,147.26
ACCRUED INTEREST FROM 8-21-01 THROUGH	
SALE PER DIEM \$7.08	
	TO BE ADDED

<b>TOTAL DEBT &amp; INTEREST</b>	<b>\$</b>
----------------------------------	-----------

**COSTS:**

ATTORNEY FEES	\$	
PROTH. SATISFACTION	\$	
ADVERTISING	\$	795.28
LATE CHARGES & FEES	\$	
TAXES-Collector AFTER 4-30-02	\$198.75	\$ 198.75
TAXES-Tax Claim GOOD UNTIL 4-30-02	\$	3,066.79
COSTS OF SUIT-To Be Added	\$	
LIST OF LIENS AND MORTGAGE SEARCH	\$	140.00
FORCLOSURE FEES / LIFE INS REFUND	\$	
ACKNOWLEDGEMENT	\$	5.00
DEED COSTS	\$	15.50
ATTORNEY COMMISSION	\$	
SHERIFF COSTS	\$	235.42
LEGAL JOURNAL AD	\$	81.00
REFUND OF ADVANCE	\$	
REFUND OF SURCHARGE	\$	
PROTHONOTARY	\$	189.04

<b>TOTAL COSTS</b>	<b>\$</b>	<b>4,726.78</b>
--------------------	-----------	-----------------

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

**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire  
IDENTIFICATION NO. 63871

ATTORNEY FOR PLAINTIFF

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
WILKES-BARRE, PA 18701-1867  
(570) 825-9401

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA 15259-0002

Plaintiff

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD #3, Box 114  
DuBois, PA 15801

Defendants

IN THE COURT OF COMMON PLEAS  
OF CLEARFIELD COUNTY  
CIVIL ACTION - LAW  
IN MORTGAGE FORECLOSURE

NO. 01-1533-CD of 2001

**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.

**FILED**

SEP 14 2001

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

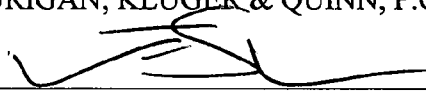
**DAVID S. MEHOLICK, COURT ADMINISTRATOR  
1 North Second Street  
Clearfield, PA 16830  
(814) 765-2641**

**-or-**

**PENNSYLVANIA LAWYER REFERRAL SERVICE  
P.O. Box 1086, 100 South St.  
Harrisburg, PA 17108  
(Pennsylvania residents phone:  
1-800-692-7375; out-of-state  
residents phone: 1-717-238-6715)**

**HOURIGAN, KLUGER & QUINN, P.C.**

**BY:**

  
James T. Shoemaker, Esquire

**HOURIGAN, KLUGER & QUINN**  
A PROFESSIONAL CORPORATION

BY: James T. Shoemaker, Esquire

ATTORNEY FOR Plaintiff

IDENTIFICATION NO. 63871

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
WILKES-BARRE, PA 18701-1867  
(570) 825-9401

MELLON BANK, N.A.,  
2 Mellon Bank Center  
Pittsburgh, PA 15259-0002

Plaintiff

vs.

BRADLEY A. JOHNSON and  
ROBIN L. JOHNSON  
RD #3, Box 114  
DuBois, PA 15801

Defendants

: IN THE COURT OF COMMON PLEAS  
: OF CLEARFIELD COUNTY  
:  
: CIVIL ACTION - LAW  
:  
: IN MORTGAGE FORECLOSURE  
:  
:  
:  
:  
: NO. of 2001

**COMPLAINT**

The plaintiff, Mellon Bank, N.A., by and through its counsel, Hourigan, Kluger & Quinn, P.C., complains of the defendants, Bradley A. Johnson and Robin L. Johnson, as follows:

1. The plaintiff is a national banking association conducting business in the Commonwealth of Pennsylvania, having its principal office located at 2 Mellon Bank Center, Pittsburgh, Allegheny County, PA 15259.

2. Bradley A. Johnson and Robin L. Johnson are adult individuals with a last known

address of RD #3, Box 114, DuBois, PA 15801.

3. On or about November 2, 1998, the defendants were the owners in fee of improved real estate situate in the DuBois, County of Clearfield and Commonwealth of Pennsylvania, as more particularly described in Clearfield County Mortgage Book 1982, pages 393 *et seq.* (the "Mortgaged Property"). (A true and correct copy of Clearfield County Mortgage Book 1982, pages 393 *et seq.* is attached hereto, incorporated herein and marked as exhibit "A.")

4. On or about November 2, 1998, the plaintiff made a loan to the defendants in the amount of \$30,907.00.

5. The aforesaid loan is evidenced by a promissory note dated November 2, 1998 (the "Note"). (A true and correct copy of the Note is attached hereto, incorporated herein and marked as exhibit "B.")

6. In order to induce the plaintiff to make the aforesaid loan, the defendants executed and delivered to the plaintiff a mortgage (the "Mortgage") on the Mortgaged Property, obligating them to repay the entire principal sum plus interest. (A true and correct copy of the Mortgage is attached hereto, incorporated herein and marked as exhibit "C.")

7. A default occurred under the Note and Mortgage in that the defendants failed to make payments of principal and interest due under the Mortgage.

8. The defendants were given notice of their rights under the Homeowner's Mortgage Assistance Act of 1983 (the "Act 91 Notice") by regular mail. Defendants were also given notice of their default, the procedure to cure their default, and the rights of the Bank in the event of failure to cure (the "Act 6 Notice"). (True and correct copies of the Act 91 Notices, the Act 6 Notices, the cover letters relative thereto and the U.S. Postal Service Forms 3817 relative thereto, are attached

hereto, incorporated herein by reference and marked collectively as exhibit "D.")


9. The defendants are the real owners of the Mortgaged Property.

10. There has been no assignment of the Mortgage.

11. The amount due the plaintiff by the defendants, as of August 21, 2001, was \$32,147.26, consisting of principal in the amount of \$30,441.14, accrued interest in the amount of \$1,564.68, late charges in the amount of \$141.44, exclusive of attorneys' fees and costs.

**WHEREFORE**, the plaintiff demands judgment in mortgage foreclosure against the defendants in the amount of \$32,147.26, plus accrued interest from August 21, 2001, through to the date of distribution of sheriff's sale, accruing at the *per diem* rate of \$7.08, attorneys' fees in the amount of 20% of the total outstanding indebtedness and costs until paid.

Respectfully submitted,  
HOURIGAN, KLUGER & QUINN, P.C.

By:   
James T. Shoemaker, Esquire  
I.D. No. 63871  
Counsel for the plaintiff, Mellon Bank, N.A.

700 Mellon Bank Center  
8 West Market Street  
Wilkes-Barre, PA 18701-1867  
Phone: (570) 825-9401  
Fax: (570) 829-3460

Dated: Sept 11, 2001



**VERIFICATION**

I, Anita Tucker, hereby certify that I am a Foreclosure Specialist of Mellon Bank, N.A. I have the authority to make this verification on its behalf. The facts set forth in the foregoing pleading are true and correct to the best of my knowledge or information and belief. This verification is made subject to the penalties of 18 Pa.C.S. §4904 relating to unsworn falsification of authorities.

A handwritten signature in cursive script, appearing to read "Anita L. Tucker", is written over a horizontal line.

Anita Tucker

AFFIDAVIT OF LAST KNOWN ADDRESS

COMMONWEALTH OF PENNSYLVANIA :  
: SS.  
COUNTY OF ALLEGHENY :

I, Anita Tucker, Senior Foreclosure Specialist of Mellon Bank, N.A., being duly sworn according to law, depose and say that the last known addresses of the above-captioned defendants are as follows:


Bradley A. Johnson  
RD #3, Box 114  
DuBois, PA 15801

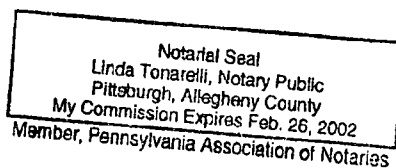
Robin L. Johnson  
RD #3, Box 114  
DuBois, PA 15801

  
Anita Tucker

Sworn to and subscribed

before me this 31st day  
of August, 2001.

  
Notary Public



**AFFIDAVIT OF COMPLIANCE WITH ACT 6 AND ACT 91**

COMMONWEALTH OF PENNSYLVANIA:

: SS.

COUNTY OF ALLEGHENY

:

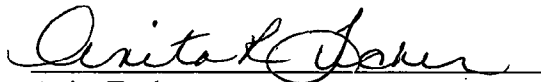
I, Anita Tucker, Foreclosure Specialist for the plaintiff, being duly sworn according to law, depose and say as follows:

1. On July 9, 2001, counsel for the plaintiff mailed an appropriate Act 91 Notice to the defendants by first class mail to the defendants' last known addresses.

2. On July 9, 2001, counsel for the plaintiff mailed an appropriate Act 6 Notice to the defendants by first class mail and certified mail to the defendants' last known addresses.

3. To the best of my knowledge, neither I nor any representative of the plaintiff has been contacted by the defendants, or by any consumer counseling agency representing the defendants.

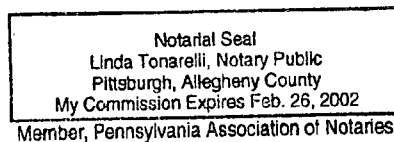
4. To the best of my knowledge, neither I nor any representative of the plaintiff has been notified by the defendants, a consumer counseling agency, or the Pennsylvania Housing Finance Agency, that an application for assistance has been filed by the defendants.

  
Anita Tucker

Sworn to and subscribed before me  
this 31st day of August, 2001.


  
Notary Public

456330.1



COMMONWEALTH OF PENNSYLVANIA :  
 : SS  
COUNTY OF ALLEGHENY :

Anita Tucker

  
Notary Public





VOL 1982 PAGE 397

From **BRADLEY A JOHNSON**

**ROBIN L JOHNSON**

To **MELLON BANK, N. A.**

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

**G00784830**

**0100 00152**

**Tax Parcel #:**

**Legal Descriptions: All that certain property situated in the TOWNSHIP O  
SONDY, in the County of CLEARFIELD, and the Commonwealth of PENNSYLVANIA,  
being described as follows: PARCEL 128-C4-63 and being more fully described  
in a deed dated 07/02/1998, and recorded 07/06/1998, among the land records  
of the county and state set forth above, in Deed Book 1948, page 42.**

IL-286 Rev.(9/94) L.C. 8/94 LD 9/97

103098 10:15

Page 5 of 5

Entered of Record 11-4 1998 11:57pm Walter L. Storch, Recorder

# Promissory Note



(Secured)

Creditor **MELLON BANK, N. A.**  
**MELLON BANK CENTER**  
**PITTSBURGH, PENNSYLVANIA 15258**

Account Number **152-1066872**

Date **11-2-98**

FL-2180 Rev.(5/98) L.C. 3/98 LD 3/98

## Federal Truth in Lending Disclosures

<b>ANNUAL PERCENTAGE RATE</b> The cost of my credit as a yearly rate. <b>9.15 %</b>	<b>FINANCE CHARGE</b> The dollar amount the credit will cost me. <b>\$ 26212.43</b> (e)	<b>Amount Financed</b> The amount of credit provided to me or on my behalf. <b>\$ 29683.00</b>	<b>Total of Payments</b> The amount I will have paid after I have made all payments as scheduled. <b>\$ 55895.43</b>
---	---	--	--

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
179	310.54	Monthly, beginning on 03/06/99 e
1	308.77	02/06/14 e

**Variable Rate** (Applicable if checked): ☐ My loan contains a variable rate feature. Disclosures about the variable rate feature have been provided to me earlier.

**Security:** You will have a security interest in:

<input type="checkbox"/> motor vehicle	<input type="checkbox"/> life insurance policy	U.C.C. filing fees	\$ .00
<input type="checkbox"/> mobile home	<input type="checkbox"/> deposit account	Fees for encumbering certificate of title	\$ .00
<input type="checkbox"/> securities	<input checked="" type="checkbox"/> real property	Fee for recording mortgage or deed of trust	\$ 17.50
<input type="checkbox"/> Beneficial interest in land trust		Recordation tax	\$ .00
<input type="checkbox"/>		Fee for satisfying mortgage or deed of trust	\$ 15.50 (e)
<input checked="" type="checkbox"/> deposits which I have with you			

Collateral securing other loans with you may also secure this loan. If this loan is secured by a deposit account, the annual percentage rate does not take into account your required deposit.

**Late Charge:** If a payment is more than 15 days late, I will be charged \$ 20.00 or 10% of the payment, whichever is greater.

**Prepayment:** If I pay off early, I will not have to pay a penalty.

**Assumption:** Someone buying the property securing this loan cannot assume the remainder of the loan on the original terms. See the contract documents for any additional information about nonpayment, default, and any required repayment in full before the scheduled date.

(e) means an estimate

Itemization of the Amount Financed of \$ **29683.00** : \$ **XXXXXX/80000000** Amount given to me directly

\$ **.00** Amount paid on my account (refinancing of previous loans): **SEE AUTHORIZATION TO DISBURSE PROCEEDS.**

Date	Loan Number	Amount Refinanced
/ /		\$ .
/ /		\$ .

Amount paid to others on my behalf: \$ **33.00** to public officials/government agencies \$ . to insurance company

\$ . to credit bureau \$ **205.00** to appraiser \$ . to notary

\$ **55.00** to **GEN AMERICAN CRED** \$ . to

\$ **14.00** to **TRANSAMERICA** \$ . to

\$ . to \* \$ **1,224.00** prepaid finance charge

## Terms of Note

In this note, the words I, me and my refer to anyone signing this note as a Borrower. Each Borrower is responsible for the repayment of all amounts owed under this note, and agrees to all of the terms of this note. The words you and your refer to the creditor named above.

The word Collateral means any personal property in which I am giving you a security interest in this note, or which is covered by any separate security agreement securing this note.

I promise to pay you \$ **30907.00**. This amount is called the "Principal Amount". I also promise to pay you interest on the unpaid balance of the Principal Amount at a simple interest rate of **.023260274** % per day. Interest will be charged on the unpaid balance of the Principal Amount for each day (including February 29). I will pay the Principal Amount and the interest at any place designated by you, according to the payment schedule shown above. On the last payment date I will pay any part of the Principal Amount and any interest which remains unpaid. I will continue to pay interest at the rate shown above on any part of the Principal Amount as long as it remains unpaid. I agree that any judgment for any part of the Principal Amount will bear interest at the same rate until it is paid. \*

(Applicable if checked): ☐ If I change, or you require me to change, to Payment Method #2, the simple interest rate on this note will change to % per day.

(Applicable if checked): ☐ The simple interest rate is a discounted rate based on a separate agreement which I have entered into with you. If I discontinue that separate agreement or you discontinue it because I no longer meet the requirements of that agreement in effect as of the date of this note, but I continue to make payments under Payment Method #1, the simple interest rate on this note will change to % per day.

Effective with the first payment that is due at least 30 days after any change in the simple interest rate, my regular monthly payment will change to the amount necessary to repay by the original due date of the final payment that part of the Principal Amount which remains unpaid on the date of the rate change, with interest at the new rate, in equal payments. If I select credit disability insurance on this loan, the monthly disability benefit will be limited to the amount of the original benefit as disclosed on the certificate of insurance.

I understand that making payments on time is essential to avoid default on this note. In addition, if any payment is not made in full within 15 days after it is due, I will pay a late charge of \$20.00 or 10% of the payment, whichever is greater.

I have paid or will pay the following fees and charges:

U.C.C. Filing Fees	\$
Fees for encumbering certificate of title	\$
Fees for recording mortgage or deed of trust	\$ 17.50
Recordation tax	\$
Fee for satisfying mortgage or deed of trust (estimated based on current rates)	\$ 15.50
Appraisal fee	\$ 205.00
Title examination fee	\$ 55.00
Title insurance premium	\$
Notary fee	\$
Fee for determining flood hazard status of property	\$ 14.00
Settlement or closing fee	\$ 175.00
Loan origination fee	\$
Continuing verification of flood status fee	\$ .00
Broker fee	\$ 1224.00
Document preparation fee	\$

I am giving you a security interest in the property described below, including all attachments and parts which are installed in or attached to the property, or which may be installed or attached in the future, and all proceeds of the property and attachments and parts.

Year	Make	Model	Serial Number	Model Number
<input type="checkbox"/> New <input type="checkbox"/> Used				

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

☐ Payment Method #1: I authorize you to take payments out of \_\_\_\_\_ on or after the dates they are due. I will keep a large enough balance in this account to cover the full amounts of the required payments.

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

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

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

Insurer: MILLVILLE MUTUAL INSURANCE Agent (if known): JAMES G. SURVEY

Flood insurance ☐ is required in connection with this loan.  
☒ is not

If flood insurance or other insurance on real or personal property is required in connection with this loan, I may obtain such insurance from anyone I want that is acceptable to you.

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

#### Notice to Cosigner

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

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

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

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

#### Signature(s)

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

Borrower <u>BRADLEY A JOHNSON</u>	Borrower
x <u>Bradley A Johnson</u> (Seal)	x (Seal)
Borrower	Borrower
x (Seal)	x (Seal)

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

NOTICE: If I have a dispute with you regarding my loan, I understand that any check or other instrument I submit to you as payment in full of my loan must be sent or delivered to Mellon Bank, N.A., P.O. Box 535001, Pittsburgh, PA 15253-5001 or any other address for such payments you advise me of in the future.

THIS CORRESPONDS TO A SIMPLE INTEREST RATE OF 8.49% PER YEAR, IN YEARS OF 366,  
DAYS THE RATE WILL BE 1/365 HIGHER THAN WOULD BE THE CASE IN YEARS OF 365 DAYS.



**Additional Terms****Events of Default:**

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

**Your Rights in the Event of Default:**

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

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

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

**My Duties Regarding the Collateral:**

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

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

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

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

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

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

**Insurance:**

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

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

**Miscellaneous:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mellon is committed to furnishing complete and accurate information about your relationship with us to consumer reporting agencies. If you believe that the information we report about your account is incomplete, inaccurate or outdated, you may write to us at the following address in order to notify us of a problem concerning our reports: Mellon Bank, N.A., P.O. Box 149, Pittsburgh, PA 15230-0149, ATTN: IL Research.

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

BRADLEY A JOHNSON

(Initials)

(Initials)

(Initials)

(Initials)



100 152 1066872



**Pennsylvania - Residential Property**

IL-286 Rev. (9/94) L.C. 894 LD 9/97

This Mortgage is made this 2 day of NOVEMBER

1998 between BRADLEY A JOHNSON

ROBIN L JOHNSON

(hereinafter called "Mortgagor") and

MELLON BANK, N. A.

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

Whereas, BRADLEY A JOHNSON

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

\*\*\*\$30,907.00\*\*\*

30907.00 Dollars (\$ 30907.00)

evidenced by a note, contract or letter of credit application

("the Note") dated NOVEMBER 2, 1998

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

and assigns all that certain property situated in

CLEARFIELD

County,

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

PARCEL 128-C4-63

RD #3 BOX 114 DUBOIS PA 15801]

Together With All the buildings and improvements erected thereon, the privileges and appurtenances thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof (all of which is hereinafter called the "Mortgaged Property");

To Have And To Hold the same unto Mortgagee and its successors and assigns, Forever.

Provided, However, that upon payment in full of the Obligation, the estate hereby granted shall be discharged.

Mortgagor represents, warrants, covenants, and agrees that:

First: Mortgagor will keep and perform all the covenants and agreements contained herein.

Second: Without prior written consent of Mortgagee, Mortgagor shall not cause or permit legal or equitable title to all or part of the Mortgaged Property to become vested in any other person or entity by sale, operation of law, or in any other manner, whether voluntarily or involuntarily.

Third: Mortgagor warrants that Mortgagor owns the fee simple title to the Mortgaged Property free and clear of all liens, claims, and encumbrances except those to which Mortgagee has consented in writing. Mortgagor covenants that the Mortgaged Property shall continue to be held free and clear of all liens, claims, and encumbrances except as expressly permitted by Mortgagee in writing.

Fourth: Mortgagor will pay when due all taxes, assessments, levies, and other charges on or against the Mortgaged Property which may attain priority over the lien of this Mortgage. If Mortgagor fails to do so, Mortgagee at its sole option may elect to pay such taxes, assessments, levies, or other charges. At Mortgagee's request, Mortgagor shall deliver written evidence of all such payments to Mortgagee.

Fifth: Mortgagor shall keep the Mortgaged Property in good repair, excepting only reasonable wear and tear. Mortgagor will permit Mortgagee's authorized representatives to enter upon the Mortgaged Property at any reasonable time for the purpose of inspecting the condition of the Mortgaged Property. Without the written consent of Mortgagee, Mortgagor will not permit removal or demolition of improvements now or hereafter erected on

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



*Karen L. Starck*

Karen L. Starck  
Recorder of Deeds

CLEARFIELD COUNTY  
ENTERED OF RECORD

TIME 1:51 PM 11-4-98

BY Mullen Bank

FEES 17.50

Karen L. Starck, Recorder

**Signatures**

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

Witness

X

Witness

X

Witness

X

Witness

X

Mortgagor BRADLEY A JOHNSON

X

Mortgagor

X

Mortgagor ROBIN L JOHNSON

X

Mortgagor

X

(Seal)

(Seal)

(Seal)

(Seal)

**Certificate of Residence of Mortgagee**

MELLON BANK, N. A.

Mortgagee within named,

hereby certifies that its principal place of business is at

MELLON BANK CENTER

PITTSBURGH, PENNSYLVANIA 15258

MELLON BANK, N. A.

By:

X

**Notarization (Individual)**

COMMONWEALTH OF PENNSYLVANIA

County of Clearfield

On the 2nd day of November, 1998, before me personally came  
BRADLEY A JOHNSON ROBIN L JOHNSON

, who, being

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

Notary Public

My Commission Expires:

NOTARIAL SEAL

Delores F. Yoke, Notary Public

City of DuBois, Clearfield County, PA.

My Commission Expires March 7, 1999

**Recorder's Acknowledgment**

Commonwealth of Pennsylvania

County of } ss.

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

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

Recorder

X

103098 10:15





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

--

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

Sent To	Robin L. Johnson
Street, Apt. No., or PO Box No.	Rt 3 Box 114
City, State, ZIP+4	Dubois, PA 15801

7000 1670 0004 5800 6042

July 9, 2001

Robin L. Johnson  
RD#3, Box 114  
Dubois, PA 15801

RE: Account No.: 152-1066872  
Property Address: RD#3, Box 114  
Dubois, PA 15801

TO: Robin L. Johnson  
FROM: Mellon Bank, NA

Enclosed you will find a copy of a Notice of Intention to Foreclose Mortgage which is being sent to you by certified mail.

Your continued delinquency leaves us no choice but to institute these proceedings against you. You will note that you have thirty (30) days from the postmark date hereof to cure your default condition or to meet with a bank representative or a consumer credit counseling agency to discuss your default condition. If you have not done either within that time, our attorney will begin foreclosure action.

In any foreclosure action, you shall have the right to assert the nonexistence of a default or any other defense that you may have to acceleration or foreclosure. If you believe that you have such a defense, please contact Anita Tucker (412) 234-1689 immediately or after consulting with an attorney. You will not receive any further communication from us regarding this matter in addition to the formal notices being sent under separate cover as discussed above.

Very truly yours,  
Mellon Bank, N.A.

BY: 

**SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED**  
**no. 7000 1670 0004 5800 6042**

cc: Anita Tucker

July 9, 2001

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

The MORTGAGE held by MELLON BANK, N.A. (hereinafter we, us, or ours) on your property located at RD#3, Box 114, Dubois, PA 15801 (address of property), **IS IN SERIOUS DEFAULT** because you have not made the required monthly payments of \$310.54 from January, 2001, through to the present. The total amount now required as of the date of this letter is \$1,834.28.

You may pay the total amount due within **THIRTY (30) DAYS OF THE DATE OF THIS LETTER, BY PAYING TO US THE ABOVE AMOUNT OF \$1,834.28**. Such payment must be made either by cash, cashier's check, certified check, or money order, and made at Mellon Bank, N.A., 2 Mellon Bank Center, Room AB50, 501 Grant St., Pittsburgh, PA 15259 (address of holder of mortgage).

If full payment of the amount due is not made within **THIRTY (30) DAYS**, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgage property. If the mortgage is foreclosed, your mortgage property will be sold by the sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you pay the amount due before they bring legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you pay the amount due within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal and all other sums due under the mortgage. If you have not paid the full amount due within the thirty (30) day period and foreclosure proceedings have begun, you still have the right to pay the full amount due and prevent the sale at any time up to one hour before the sheriff's foreclosure sale. You may do so by paying the total amount due plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a sheriff's sale could be held would be approximately September, 2001. A notice of the date of the sheriff's sale will be sent to you before the sale. Of course, the amount due will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 412-234-1689. This payment must be in cash, cashier's check, certified check, or money order, and made payable to us at the address stated above.

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

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT EITHER 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. YOU MAY HAVE THE RIGHT TO SELL OR**

**TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE, TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MUST EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

Mellon Bank, N.A.

By: 

U.S. POSTAL SERVICE    **CERTIFICATE OF MAILING**

MAY BE USED FOR DOMESTIC AND INTERNATIONAL  
MAIL; DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

RECEIVED FROM:

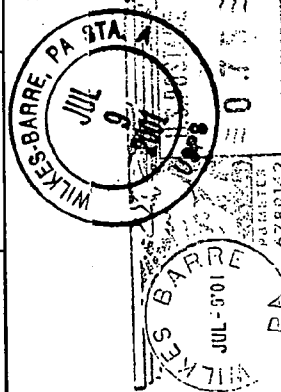
JAMES T. SHOEMAKER, ESQUIRE  
HOURIGAN, KLUGER & QUINN, P.C.  
700 Mellon Bank Center  
8 West Market Street  
Wilkes-Barre, PA 18701

One Piece of ordinary mail addressed to:

Bradley A. Johnson  
RD#3, Box 114  
Dubois, PA 15801

PS Form 3817, Mar. 1989

Affix here for postage  
Postmaster



July 9, 2001

Bradley A Johnson  
RD#3, Box 114  
Dubois, PA 15801

RE: Account No.: 152-1066872  
Property Address: RD#3, Box 114  
Dubois, PA 15801

TO: Bradley A Johnson  
FROM: Mellon Bank, NA

Enclosed is a notice of your rights under the Homeowners' Emergency Mortgage Assistance Act of 1983.

Your continued delinquency leaves us no choice but to institute these proceedings against you. You will note that you have thirty (30) days from the postmark date hereof to make the required payment demanded or to meet with a bank representative or a consumer credit counseling agency to discuss your default condition. If you have not done either within that time, our attorney will begin foreclosure action.

In any foreclosure action, you shall have the right to assert the nonexistence of a default or any other defense that you may have to acceleration or foreclosure. If you believe that you have such a defense, please contact Anita Tucker at (412)-234-1689 immediately or after consulting with an attorney. You will not receive any further communication from us regarding this matter in addition to the formal notices being sent under separate cover as discussed above.

Very truly yours,  
Mellon Bank, N.A.

BY:  \_\_\_\_\_

**SENT FIRST CLASS MAIL POSTAGE PREPAID UNDER U.S. POSTAL FORM 3817  
WHICH IS EVIDENCE OF DELIVERY**

cc: A. Tucker

Date: July 9, 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.

HOMEOWNER'S NAME(S): Bradley A. Johnson and Robin L. Johnson

PROPERTY ADDRESS: RD#3, Box 114, Dubois, PA 15801

LOAN ACCT. NO.: 152-1066872

ORIGINAL LENDER: Mellon Bank, N.A.

CURRENT LENDER/SERVICER: Mellon Bank, N.A.

**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:

RD#3, Box 114, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT made the required monthly payments from January, 2001, through to the present.

Other charges (explain/itemize):

**TOTAL AMOUNT PAST DUE: \$1834.28**

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 \$1,834.28, 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:

Mellon Bank , NA  
Anita Tucker, Room No: AB50  
2 Mellon Bank Center, 501 Grant St.  
Pittsburgh, PA 15259

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 -3- months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Mellon Bank, N.A.

**Address:** 2 Mellon Bank Center, 501 Grant St. RM AB50, Pittsburgh, PA 15259

**Phone Number:** (412) 234-1689

**Fax Number:** (412) 234-7226

**Contact Person:** Anita Tucker

**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 \_\_\_\_ may or X 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)**

**CCCS OF NORTHEASTERN PENNSYLVANIA**

**CLEARFIELD COUNTY**

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

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

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

**HOURIGAN, KLUGER & QUINN**

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER  
RICHARD M. GOLDBERG  
JOSEPH A. LACH  
RONALD V. SANTORA  
MELISSA A. SCARTELLI  
DANIEL J. DISTASIO  
ALEXIA KITA BLAKE\*  
MICHAEL J. KOWALSKI  
DAVID AIKENS, JR.  
JENNIFER L. ROGERS\*

OF COUNSEL

THOMAS A. MAKOWSKI

\*ALSO MEMBER NJ BAR

JOSEPH A. QUINN, JR.  
ARTHUR L. PICCONE  
RICHARD S. BISHOP  
NEIL E. WENNER  
JOSEPH E. KLUGER  
JAMES T. SHOEMAKER  
DONALD C. LIGORIO  
MICHELLE M. QUINN  
RICHARD M. WILLIAMS  
EDWARD J. CIARIMBOLI

ANDREW HOURIGAN, JR.

1948-1978

**LAW OFFICES**

SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
8 WEST MARKET STREET  
WILKES-BARRE, PA 18701-1867

(570) 825-9401

FACSIMILE (570) 829-3460

E-MAIL: [hkq@epix.net](mailto:hkq@epix.net)

SUITE TWO HUNDRED  
434 LACKAWANNA AVE.  
SCRANTON, PA 18503-2014  
(570) 346-8414  
FACSIMILE (570) 961-5072

July 9, 2001

Bradley A Johnson  
RD#3, Box 114  
Dubois, PA 15801

RE: Account No.: 152-1066872  
Property Address: RD#3, Box 114  
Dubois, PA 15801

**IMPORTANT NOTICE**

**THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

**UNLESS YOU, WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, IT WILL BE ASSUMED TO BE VALID.**

**IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THIRTY (30) DAYS THAT THIS DEBT, OR ANY PORTION THEREOF IS DISPUTED, WE WILL OBTAIN AND FORWARD TO YOU A VERIFICATION OF THE DEBT OR THE JUDGMENT AGAINST YOU. WE WILL ALSO PROVIDE, UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.**

Very truly yours,



James T. Shoemaker, Esquire

JTS/rm

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

7000 1670 0004 5800 6035

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Postage	\$	Postmark Here  7-9-01
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent To: <u>Bradley A. Johnson</u>	
Street, Apt. No., or P.O. Box No.: <u>R.D. #3 Box 114</u>	
City, State, ZIP+4: <u>Dubois PA 15801</u>	

July 9, 2001

Bradley A Johnson  
RD#3, Box 114  
Dubois, PA 15801

RE: Account No.: 152-1066872  
Property Address: RD#3, Box 114  
Dubois, PA 15801

TO: Bradley A Johnson  
FROM: Mellon Bank, NA

Enclosed you will find a copy of a Notice of Intention to Foreclose Mortgage which is being sent to you by certified mail.

Your continued delinquency leaves us no choice but to institute these proceedings against you. You will note that you have thirty (30) days from the postmark date hereof to cure your default condition or to meet with a bank representative or a consumer credit counseling agency to discuss your default condition. If you have not done either within that time, our attorney will begin foreclosure action.

In any foreclosure action, you shall have the right to assert the nonexistence of a default or any other defense that you may have to acceleration or foreclosure. If you believe that you have such a defense, please contact Anita Tucker (412) 234-1689 immediately or after consulting with an attorney. You will not receive any further communication from us regarding this matter in addition to the formal notices being sent under separate cover as discussed above.

Very truly yours,  
Mellon Bank, N.A.

BY: 

**SENT CERTIFIED MAIL, RETURN RECEIPT REQUESTED**  
**no. 7000 1670 0004 5800 6035**

cc: Anita Tucker

July 9, 2001

**NOTICE OF INTENTION TO FORECLOSE MORTGAGE**

The MORTGAGE held by MELLON BANK, N.A. (hereinafter we, us, or ours) on your property located at RD#3, Box 114, Dubois, PA 15801 (address of property), **IS IN SERIOUS DEFAULT** because you have not made the required monthly payments of \$310.54 from January, 2001, through to the present. The total amount now required as of the date of this letter is \$1,834.28.

You may pay the total amount due within **THIRTY (30) DAYS OF THE DATE OF THIS LETTER, BY PAYING TO US THE ABOVE AMOUNT OF \$1,834.28**. Such payment must be made either by cash, cashier's check, certified check, or money order, and made at Mellon Bank, N.A., 2 Mellon Bank Center, Room AB50, 501 Grant St., Pittsburgh, PA 15259 (address of holder of mortgage).

If full payment of the amount due is not made within **THIRTY (30) DAYS**, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgage property. If the mortgage is foreclosed, your mortgage property will be sold by the sheriff to pay off the mortgage debt. If we refer your case to our attorneys, but you pay the amount due before they bring legal proceedings against you, you will still have to pay the reasonable attorney's fees actually incurred, up to \$50.00. However, if legal proceedings are started against you, you will have to pay the reasonable attorney's fees even if they are over \$50.00. Any attorney's fees will be added to whatever you owe us, which may also include our reasonable costs. If you pay the amount due within the thirty day period, you will not be required to pay attorney's fees.

We may also sue you personally for the unpaid principal and all other sums due under the mortgage. If you have not paid the full amount due within the thirty (30) day period and foreclosure proceedings have begun, you still have the right to pay the full amount due and prevent the sale at any time up to one hour before the sheriff's foreclosure sale. You may do so by paying the total amount due plus any late or other charges then due, as well as the reasonable attorney's fees and costs connected with the foreclosure sale (and perform any other requirements under the mortgage). It is estimated that the earliest date that such a sheriff's sale could be held would be approximately September, 2001. A notice of the date of the sheriff's sale will be sent to you before the sale. Of course, the amount due will increase the longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number: 412-234-1689. This payment must be in cash, cashier's check, certified check, or money order, and made payable to us at the address stated above.

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

You have additional rights to help protect your interest in the property. **YOU HAVE THE RIGHT EITHER 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. YOU MAY HAVE THE RIGHT TO SELL OR**



**TRANSFER THE PROPERTY SUBJECT TO THE MORTGAGE, TO A BUYER OR TRANSFEREE WHO WILL ASSUME THE MORTGAGE DEBT, PROVIDED COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS RIGHT MUST EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.**

Mellon Bank, N.A.

By:  \_\_\_\_\_

U.S. POSTAL SERVICE CERTIFICATE OF MAILING

MAY BE USED FOR DOMESTIC AND INTERNATIONAL  
MAIL, DOES NOT PROVIDE FOR INSURANCE-POSTMASTER

RECEIVED FROM:

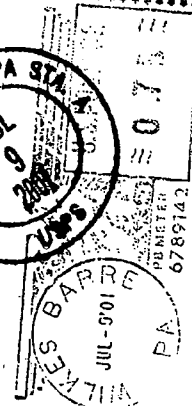
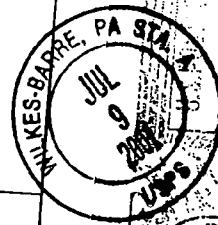
JAMES T. SHOEMAKER, ESQUIRE  
HOURIGAN, KLUGER & QUINN, P.C.  
700 Mellon Bank Center  
8 West Market Street  
Wilkes-Barre, PA 18701

One Piece of ordinary mail addressed to:

Robin L. Johnson  
RD#3, Box 114  
Dubois, PA 15801

PS Form 3817, Mar. 1989

Affix fee here in stamps or meter  
Postage



July 9, 2001

Robin L. Johnson  
RD#3, Box 114  
Dubois, PA 15801

RE: Account No.: 152-1066872  
Property Address: RD#3, Box 114  
Dubois, PA 15801

TO: Robin L. Johnson  
FROM: Mellon Bank, NA

Enclosed is a notice of your rights under the Homeowners' Emergency Mortgage Assistance Act of 1983.

Your continued delinquency leaves us no choice but to institute these proceedings against you. You will note that you have thirty (30) days from the postmark date hereof to make the required payment demanded or to meet with a bank representative or a consumer credit counseling agency to discuss your default condition. If you have not done either within that time, our attorney will begin foreclosure action.

In any foreclosure action, you shall have the right to assert the nonexistence of a default or any other defense that you may have to acceleration or foreclosure. If you believe that you have such a defense, please contact Anita Tucker at (412)-234-1689 immediately or after consulting with an attorney. You will not receive any further communication from us regarding this matter in addition to the formal notices being sent under separate cover as discussed above.

Very truly yours,  
Mellon Bank, N.A.

BY: 

**SENT FIRST CLASS MAIL POSTAGE PREPAID UNDER U.S. POSTAL FORM 3817  
WHICH IS EVIDENCE OF DELIVERY**

cc: A. Tucker

Date: July 9, 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.

HOMEOWNER'S NAME(S): Bradley A. Johnson and Robin L. Johnson

PROPERTY ADDRESS: RD#3, Box 114, Dubois, PA 15801

LOAN ACCT. NO.: 152-1066872

ORIGINAL LENDER: Mellon Bank, N.A.

CURRENT LENDER/SERVICER: Mellon Bank, N.A.

**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:

RD#3, Box 114, Dubois, PA 15801

IS SERIOUSLY IN DEFAULT because:

- A. YOU HAVE NOT made the required monthly payments from January, 2001, through to the present.

Other charges (explain/itemize):

**TOTAL AMOUNT PAST DUE: \$1834.28**

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

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**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 \$1,834.28, 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:**

Mellon Bank, NA  
Anita Tucker, Room No: AB50  
2 Mellon Bank Center, 501 Grant St.  
Pittsburgh, PA 15259

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 -3- months from the date of this Notice.** A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**HOW TO CONTACT THE LENDER:**

**Name of Lender:** Mellon Bank, N.A.

**Address:** 2 Mellon Bank Center, 501 Grant St. RM AB50, Pittsburgh, PA 15259

**Phone Number:** (412) 234-1689

**Fax Number:** (412) 234-7226

**Contact Person:** Anita Tucker

**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 \_\_\_\_\_ may or X 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)**

**CCCS OF NORTHEASTERN PENNSYLVANIA**

**CLEARFIELD COUNTY**

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

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

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

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# HOURIGAN, KLUGER & QUINN

A PROFESSIONAL CORPORATION

ALLAN M. KLUGER  
RICHARD M. GOLDBERG  
JOSEPH A. LACH  
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DAVID AIKENS, JR.  
JENNIFER L. ROGERS\*

OF COUNSEL  
THOMAS A. MAKOWSKI

\*ALSO MEMBER NJ BAR

JOSEPH A. QUINN, JR.  
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RICHARD S. BISHOP  
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DONALD C. LIGORIO  
MICHELLE M. QUINN  
RICHARD M. WILLIAMS  
EDWARD J. CIARIMBOLI

ANDREW HOURIGAN, JR.  
1948-1978

LAW OFFICES  
SUITE SEVEN HUNDRED  
MELLON BANK CENTER  
8 WEST MARKET STREET  
WILKES-BARRE, PA 18701-1867

(570) 825-9401  
FACSIMILE (570) 829-3460

E-MAIL: hkq@epix.net

SUITE TWO HUNDRED  
434 LACKAWANNA AVE.  
SCRANTON, PA 18503-2014  
(570) 346-8414  
FACSIMILE (570) 961-5072

July 9, 2001

Robin L. Johnson  
RD#3, Box 114  
Dubois, PA 15801

RE: Account No.: 152-1066872  
Property Address: RD#3, Box 114  
Dubois, PA 15801

## IMPORTANT NOTICE

**THIS NOTICE IS SENT TO YOU IN AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED FROM YOU WILL BE USED FOR THAT PURPOSE.**

**UNLESS YOU, WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS NOTICE, DISPUTE THE VALIDITY OF THE DEBT, IT WILL BE ASSUMED TO BE VALID.**

**IF YOU NOTIFY THIS OFFICE IN WRITING WITHIN THIRTY (30) DAYS THAT THIS DEBT, OR ANY PORTION THEREOF IS DISPUTED, WE WILL OBTAIN AND FORWARD TO YOU A VERIFICATION OF THE DEBT OR THE JUDGMENT AGAINST YOU. WE WILL ALSO PROVIDE, UPON WRITTEN REQUEST WITHIN THIRTY (30) DAYS OF THE DATE OF THIS NOTICE, THE NAME AND ADDRESS OF THE ORIGINAL CREDITOR, IF DIFFERENT FROM THE CURRENT CREDITOR.**

Very truly yours,



James T. Shoemaker, Esquire

JTS/rm