

01-1754-CD
COMMUNITY FIRST BANK, N.A. -vs- KATHRYN LOUISE DELARME et al

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

COMMUNITY FIRST BANK, N.A., : NO. 01 *1754* C.D.
: :
Plaintiff : TYPE OF CASE: MORTGAGE
: FORECLOSURE
VS. : :
: TYPE OF PLEADING: COMPLAINT
KATHRYN LOUISE DELARME and : IN MORTGAGE FORECLOSURE
ROBERT KRACH, and : AND ASSUMPSIT
ROBERT L. KRACH, JR. and : :
DEBORAH KRACH, : FILED ON BEHALF OF: PLAINTIFF
: :
Defendants : COUNSEL OF RECORD:
: CHRISTOPHER E. MOHNEY, ESQUIRE
: :
: SUPREME COURT NO.: 63494
: :
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

OCT 24 2001

William A. Shaw
Prothonotary

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

COMMUNITY FIRST BANK, N.A.,	:	NO. 01 - - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
KATHRYN LOUISE DELARME and	:	
ROBERT KRACH,	:	
ROBERT L. KRACH, JR. and	:	
DEBORAH KRACH,	:	
	:	
Defendants	:	

NOTICE

YOU HAVE BEEN SUED IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PAGES, YOU MUST TAKE ACTION WITHIN TWENTY (20) DAYS AFTER THIS COMPLAINT AND NOTICE ARE SERVED, BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIM SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO, THE CASE MAY PROCEED WITHOUT FURTHER NOTICE FOR ANY MONEY CLAIMED IN THE COMPLAINT OR FOR ANY OTHER CLAIM OR RELIEF REQUESTED BY THE PLAINTIFF. YOU MAY LOSE MONEY OR PROPERTY OR OTHER RIGHTS IMPORTANT TO YOU.

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

DAVID MEHOLICK, COURT ADMINISTRATOR
CLEARFIELD COUNTY COURTHOUSE
1 NORTH SECOND STREET
CLEARFIELD, PA 16830
(814) 765-2641, EXT. 5982

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

COMMUNITY FIRST BANK, N.A.,	:	NO. 01 - - C.D.
	:	
Plaintiff	:	
	:	
VS.	:	
	:	
KATHRYN LOUISE DELARME and	:	
ROBERT KRACH,	:	
ROBERT L. KRACH, JR. and	:	
DEBORAH KRACH,	:	
	:	
Defendants	:	

COMPLAINT

AND NOW, comes the Plaintiff, **COMMUNITY FIRST BANK, N.A.**, by and through their attorneys, **BLAKLEY, JONES & MOHNEY**, who files the following Complaint in Mortgage Foreclosure and Assumpsit against the Defendants, **KATHRYN LOUISE DELARME and ROBERT KRACH, ROBERT L. KRACH, JR. and DEBORAH KRACH**, and in support thereof, avers the following:

BACKGROUND FACTS

1. Plaintiff **COMMUNITY FIRST BANK, N.A.** is a Pennsylvania banking corporation, with its principal place of business at 444 Main Street, Reynoldsville, Jefferson County, Pennsylvania 15851.
2. Defendants **KATHRYN LOUISE DELARME** and **ROBERT KRACH** are adult

individuals with a last known address at R.D. # 4, Box 524, Du Bois, Clearfield County, Pennsylvania 15801.

3. Defendants **ROBERT L. KRACH, JR.** and **DEBORAH KRACH** are adult individuals with a last known address at R.R. # 2, Box 279K, Reynoldsville, Jefferson County, Pennsylvania 15851.

4. On April 14, 1997, certain of the Defendants respectively executed and delivered to Plaintiff a Note and Mortgage upon the premises hereinafter described which Mortgage was recorded on May 13, 1997, in Clearfield County Deed and Record Book Volume 1841, page 1. True and correct copies of the Note and Mortgage are attached hereto as Exhibits "A" and "B", respectively, and are incorporated herein by reference.

COUNT I - ACTION IN MORTGAGE FORECLOSURE
VS. KATHRYN LOUISE DELARME AND ROBERT KRACH

5. Plaintiff hereby incorporates by reference all of the averments contained in paragraphs 1 through 4 above as if each were set forth at length hereunder.

6. Said Mortgage has not been assigned.

7. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 24, 2001, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notice and copy of return receipts are attached hereto as Exhibits "C" and "D", respectively, and are incorporated herein by reference.

8. More than thirty (30) days have elapsed since the Notice of Homeowner's Emergency Mortgage Assistance was mailed to the Defendants and the Defendants have not requested a

face-to-face meeting with the Plaintiff, nor has Plaintiff received notice that the Defendants have requested such a meeting with a consumer credit counseling agency or applied for assistance under the Act.

9. The premises subject to the mortgage is located in Brady Township, Clearfield County, Pennsylvania and is described on the Exhibit "E" attached hereto and made a part hereof.

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

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

Principal Balance -	\$ 10,439.97
Interest due -	\$ 343.89
Late fees -	\$ 68.46
Costs -	\$ _____
TOTAL:	\$10,852.32

WHEREFORE, Plaintiff demands judgment in the amount of \$10,852.32, plus interest thereon at a per diem rate of 2.2776 on unpaid principal balance from October 11, 2001, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **KATHRYN LOUISE DELARME and ROBERT KRACH**.

COUNT II - IN ASSUMPSIT VS.
KATHRYN LOUISE DELARME

12. Plaintiff hereby incorporates by reference all of the averments contained in paragraphs 1 through 11 above as if each were set forth at length hereunder.

13. Under the terms of the Mortgage Note attached hereto as Exhibit "A", Defendant **KATHRYN LOUISE DELARME** is personally liable to the Plaintiff for the unpaid principal balance.

WHEREFORE, Plaintiff demands judgment in the amount of \$10,852.32, plus reasonable attorney's fees, plus interest thereon at a per diem rate of 2.2776 on unpaid principal balance from October 11, 2001, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **KATHRYN LOUISE DELARME** and **ROBERT KRACH**.

COUNT III - IN ASSUMPSIT VS.
ROBERT L. KRACH, JR. AND DEBORAH KRACH

14. Plaintiff hereby incorporates by reference all of the averments contained in paragraphs 1 through 11 above as if each were set forth at length hereunder.

15. Under the terms of the Mortgage Note attached hereto as Exhibit "A", Defendants **ROBERT L. KRACH, JR.** and **DEBORAH KRACH** are personally liable to the Plaintiff for the unpaid principal balance.

16. The 30-day Notice required by Act No. 6, 41 P.S. Section 403 and the Notice of Homeowners' Emergency Mortgage Assistance Act of 1983 were mailed to the Defendants on August 24, 2001, by certified mail, return receipt requested and by regular first class mail, postage prepaid. True and correct copies of said Notice and copy of return receipts are attached hereto as

Exhibits "C" and "D", respectively, and are incorporated herein by reference.

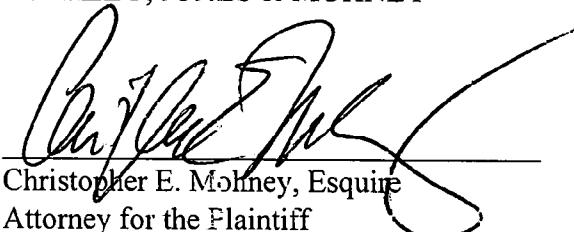
WHEREFORE, Plaintiff demands judgment in the amount of \$10,852.32, plus reasonable attorney's fees, plus interest thereon at a per diem rate of 2.2776 on unpaid principal balance from October 11, 2001, and any escrows, late fees and costs, and for foreclosure and sale of the mortgaged property against the Defendants **KATHRYN LOUISE DELARME and ROBERT KRACH.**

Respectfully submitted,

BLAKLEY, JONES & MOHNEY

BY:

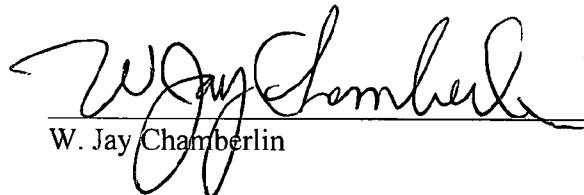
Christopher E. Mohney, Esquire
Attorney for the Plaintiff
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730



VERIFICATION

I, **W. JAY CHAMBERLIN**, Vice President of Lending of **COMMUNITY FIRST BANK, N.A.**, being duly authorized to make this verification, have read the foregoing Complaint. The statements therein are correct to the best of my personal knowledge or information and belief.

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



W. Jay Chamberlin

NOTE

APRIL 14, 1997

R. D. #4, BOX 524, DUBOIS, PA 15801

REYNOLDSVILLE

[City]

PENNSYLVANIA

[State]

[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 15,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is COMMUNITY FIRST BANK, N.A. I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 8.250 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 14TH day of each month beginning on MAY 14, 1997. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on APRIL 14, 2007, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 444 MAIN STREET, PO BOX 130, REYNOLDSVILLE, PA 15851 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 183.98.

4. BORROWER'S RIGHT TO PREPAY

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

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

5. LOAN CHARGES

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

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

7. GIVING OF NOTICES

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

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

MULTISTATE FIXED RATE NOTE-Single Family-FNMA/FHLMC UNIFORM INSTRUMENT Form 3200 12/83

BANKERS SYSTEMS, INC., ST. CLOUD, MN 56302 (1-800-387-2341) FORM MN-1

(page 1 of 2)

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

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

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

X. *Kathryn Louise Delarme*(Seal)
KATHRYN LOUISE DELARME
Robert L Krach Jr
X. *Robert L Krach*(Seal)
ROBERT L (JR) & DEBORAH KRACH
.....(Seal)
-Borrower
-Borrower

[Sign Original Only]

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

VOL 1841 PAGE 01



Carrie J. Starch

Karen L. Starck
Recorder of Deeds

CLEARFIELD COUNTY
ENTERED OF RECORD
TIME 8:35 AM 5-13-97
BY J. Shaw
FEES 19.50
Karen L Starck, Recorder

[Space Above This Line For Recording Data] -

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 14, 1997. The mortgagor is KATHRYN LOUISE DELARME AND ROBERT KRACH.

(“Borrower”). This Security Instrument is given to COMMUNITY FIRST BANK, N.A.

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of R. D. #4 BOX 524....., DUBOIS.....,
[Street] [City]
Pennsylvania 15801..... ("Property Address");
[Zip Code]

PENNSYLVANIA—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Bankers Systems, Inc., St. Cloud, MN (1-800-397-2341), Form MD-1-PA, 6/11/93

Form 3039 9/90 (page 1 of 6)

EXHIBIT "B"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage

insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

Christopher J. Shaw

X Kathryn Louise Delarme (Seal)
KATHRYN LOUISE DELARME
-Borrower

Christopher J. Shaw

X Robert Krach (Seal)
ROBERT KRACH
-Borrower

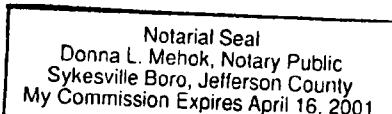
[Space Below This Line For Acknowledgment]

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County ss:

On this, the 14TH day of APRIL, 1997, before me, the undersigned officer, personally appeared KATHRYN LOUISE DELARME AND ROBERT KRACH, known to me (or satisfactorily proven) to be the person whose name is ARE subscribed to the within instrument and acknowledged that THEY executed the same for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires:



Donna L. Mehok

Title of Officer

IT IS HEREBY certified that the address of the mortgagor in the within mortgage is 444 MAIN STREET, PO BOX 130, REYNOLDSVILLE, PA 15851.

By *M. Scott Hays*
M. SCOTT HAYS
LOAN OFFICER

EXHIBIT "A"
LEGAL DESCRIPTION FOR
KATHRYN LOUISE DeLARME & ROBERT KRACH
MORTGAGE

ALL that certain lot or piece of land, situate, lying and being in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone in Township Road; thence North 1 degree 30 minutes East in line of land now or formerly of John Y. Smith, 11.6 perches to a post; thence South 66 degrees 30 minutes West by line of land now or formerly of John Y. Smith, 12.5 perches to a post; thence South 26 degrees 30 minutes East in line of lot now or formerly of Lewis Postlethwaite, 4 perches to a corner of stable; thence South 2 degrees East by land now or formerly of said Lewis Postlethwaite, 2.6 perches to a post; thence South 88 degrees 30 minutes East in line of land now or formerly of Thomas Carson, 8.8 perches to a stone and place of beginning. CONTAINING 76 perches, more or less.

BEING the same premises conveyed to Robert Krach and Kathryn Louise DeLarme, the Mortgagors herein, by deed of Robert Krach, dated November 14, 1996, and recorded in Clearfield County Deed Book Volume 1803, page 09.

The said ROBERT KRACH joins in the execution of this Mortgage instrument solely for the purpose of releasing and conveying to the mortgagee herein all of his right, title and interest to the property described in this instrument in order to better secure the obligation which has been incurred by the mortgagors/grantors herein

Entered of Record May 13 1992, 8:35 A Karen L. Starck, Recorder

COMMUNITY FIRST BANK, N.A.

444 MAIN STREET
P. O. BOX 130
REYNOLDSVILLE, PA 15851
(814) 653-8232
SINCE 1893

NOTICE OF INTENTION TO FORECLOSE MORTGAGE

TO: Kathryn Louise Delarme Robert L. Krach Jr.
Robert Krach Deborah Krach Date of Notice: August 24, 2001
RR 4 Box 524 RR 2 Box 279K
Du Bois PA 15801 Reynoldsville PA 15851 Loan No. 71553

The MORTGAGE held by Community First Bank, N. A.
(hereinafter we, us or ours) on your property located at RR 4 Box 524 Du Bois PA 15851

IS IN SERIOUS DEFAULT because you have not made the monthly payments of \$ 195.67
for the months of June 14, 2001, July 14, 2001 and August 14, 2001
and/or because of failure to maintain fire insurance.

Late charges and other charges have also accrued to this date in the amount of \$ 48.90. The total amount now
required to cure this default, or in other words, get caught up in your payments, as of the date of this letter, is \$ 635.91.

You may cure this default within THIRTY (30) DAYS of the date of this letter, by paying to us the above amount of
\$ 635.91, plus any additional monthly payments and late charge which may fall due during this period. Such
payment must be made either by cash, cashier's check, certified check or money order, and made at Community First
Bank, N. A. 444 Main St. Reynoldsville PA 15851.

If you do not cure the default within THIRTY (30) DAYS, we intend to exercise our right to accelerate the mortgage
payments. This means that whatever is owing on the original amount borrowed will be considered due immediately and you may
lose the chance to pay off the original mortgage in monthly installments. If full payment of the amount of default is not made within
THIRTY (30) DAYS, we also intend to instruct our attorneys to start a lawsuit to foreclose your mortgaged property. If the
mortgage is foreclosed your mortgaged property will be sold by the Sheriff to pay off the mortgage debt. If we refer your case to
our attorneys, but you cure the default before they begin 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 cure the default 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 balance and all other sums due under the mortgage.

If you have not cured the default within the thirty day period and foreclosure proceedings have begun, you still have the
right to cure the default and prevent the sale at any time up to one hour before the Sheriff's foreclosure sale. You may do so by
paying the total amount of the unpaid monthly payments plus any late or other charges then due, as well as the reasonable attorney's
fees and costs connected with the foreclosure sale and perform any other requirements under the mortgage. It is estimated that the
earliest date that such a Sheriff's sale could be held would be approximately April 2002. A notice of
the date of the Sheriff's sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the
longer you wait. You may find out at any time exactly what the required payment will be by calling us at the following number:
814-653-8232. 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 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 THAT ALL THE OUTSTANDING PAYMENTS, CHARGES AND ATTORNEY'S FEES AND COSTS ARE PAID PRIOR TO OR AT THE SALE, AND THAT THE OTHER REQUIREMENTS UNDER THE MORTGAGE ARE SATISFIED. CONTACT US TO DETERMINE UNDER WHAT CIRCUMSTANCES THIS MIGHT EXIST. YOU HAVE THE RIGHT TO HAVE THIS DEFAULT CURED BY ANY THIRD PARTY ACTING ON YOUR BEHALF.

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

ACT 91: In addition to this notice you will receive or have received another notice from this lender under Act 91 of 1983. That notice is called, "Notice of Homeowners' Emergency Mortgage Assistance Act of 1983". You must read both notices, since they both explain rights that you may have under Pennsylvania law. However, if you choose to exercise your rights described in the "Notice of Homeowners' Emergency Mortgage Assistance Act of 1983", we cannot foreclose upon you during that time.

Community First Bank, N. A.

(Bank)

By: Janice Murray

ted: August 24, 2001

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COMMUNITY FIRST BANK, N.A.

444 MAIN STREET
P. O. BOX 130
REYNOLDSVILLE, PA 15851
(814) 653-8232
SINCE 1893

**IMPORTANT: NOTICE OF HOMEOWNERS'
EMERGENCY MORTGAGE ASSISTANCE ACT OF 1983
PLEASE READ THIS NOTICE. YOU MAY BE ELIGIBLE FOR
FINANCIAL ASSISTANCE TOWARD YOUR MORTGAGE PAYMENTS**

Date: August 24, 2001

RE: ACCOUNT NO: 71553

<u>Kathryn Louise Delarme</u>	<u>Robert L. Krach Jr.</u>
<u>To: Robert Krach</u>	<u>Deborah Krach</u>
<u>RR 4 Box 524</u>	<u>RR 2 Box 279K</u>
<u>Du Bois PA 15801</u>	<u>Reynoldsville PA 15851</u>

From: Community First Bank, N. A.

Your mortgage is in serious default because you have failed to pay promptly installments of principal and interest, as required, for a period of at least sixty (60) days. The total amount of the delinquency is \$ 635.91. That sum includes the following:

<u>June 14, 2001 - \$195.67</u>	<u>Late Charges - \$48.90</u>
<u>July 14, 2001 - 195.67</u>	<u>Payments include \$11.69 Bankers Blanket Insurance.</u>
<u>August 14, 2001 - 195.67</u>	

Your mortgage is also in default for the following reason: Failure to maintain Fire Insurance.

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

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

If you attend a face-to-face meeting with this lender, or with a consumer credit counseling agency identified in this notice, no further proceeding in mortgage foreclosure may take place for thirty (30) days after the date of this meeting.

The name, address, and telephone number of our representative is:

Joanne Nemeth Community First Bank, N. A.
P O Box 130 444 Main St
Reynoldsville PA 15851

Telephone Number: 814-653-8232

The name(s) and address(es) of (a) designated consumer credit counseling agency(ies) is (are):

LIST ENCLOSED TITLED as Designated Consumer Credit Counseling Agencies

It is only necessary to schedule one face-to-face meeting. You should advise this lender immediately of your intentions.

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

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

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

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

The Pennsylvania Housing Finance Agency is located at 2101 North Front Street, P.O. Box 8029, Harrisburg, PA 17105. Telephone No. (717) 780-3800 or 1-800-342-2397 (toll free number).

Enclosed also is another notice from this lender under Act 6 of 1974. That notice is called a "Notice of Intention to Foreclose". You must read both notices, since they both explain rights that you now have under Pennsylvania law. However, if you choose to exercise your rights described in this notice, we cannot foreclose upon you during that time. Also, if you receive financial assistance from the Pennsylvania Housing Finance Agency, your home cannot be foreclosed upon while you are receiving that assistance.

Very truly yours,

Joanne Nemeth

**DESIGNATED CONSUMER CREDIT COUNSELING AGENCIES
FOR
JEFFERSON AND CLEARFIELD COUNTIES, PENNSYLVANIA**

1) Consumer Credit Counseling Service of Western PA, Inc.
309 Smithfield Street - Suite 5000
Pittsburgh, PA 15222
(412) 471-7584

662 North Main street
Greensburg, PA 15601
(412) 838-1290

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

125N. Jefferson Street
New Castle, PA 16101
(412) 652-8074

2) Consumer Credit Counseling Division of Family Services
110 W. 10th Street
Erie, PA 16501
(814) 454-6478

3) Indiana County Community Action Program
Box 187
Indiana, PA 15701
(412) 465-2657

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

Article Sent To:

Reynoldsville PA 15851

Postage	\$.57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark
Here

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

ROBERT L. KRACH JR
RR 2 BOX 279K
City, State, ZIP+4
REYNOLDSVILLE PA 15851

PS Form 3800, July 1999

See Reverse for Instructions

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

Article Sent To:

Reynoldsville PA 15851

Postage	\$.57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark
Here

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

DEBORAH KRACH
RR 2 BOX 279K
City, State, ZIP+4
REYNOLDSVILLE PA 15851

PS Form 3800, July 1999

See Reverse for Instructions

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

Received From:

COMMUNITY FIRST BANK, N.A.

P.O. BOX 130
REYNOLDSVILLE, PA 15851

One piece of ordinary mail addressed to:

Robert L. Krach Jr.
RR 2 Box 279 K
Reynoldsville PA 15851

S Form 3817, Mar. 1989

*U.S.GPO:1991-O-282-40421

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

Received From:

COMMUNITY FIRST BANK, N.A.
P.O. BOX 130
REYNOLDSVILLE, PA 15851

One piece of ordinary mail addressed to:

Kathryn Louise Delarome
RR 4 Box 524
DuBois PA 15801

PS Form 3817, Mar. 1989

*U.S.GPO:1991-O-282-40

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

Article Sent To:

DuBois PA 15801

Postage	\$.57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark
Here
AUG 2000

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

Kathryn Louise Delarome
RR 4 Box 524
City, State, ZIP+4
DuBois PA 15801

PS Form 3800, July 1999

See Reverse for Instructions

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

Article Sent To:

DuBois PA 15801

Postage	\$.57
Certified Fee	2.10
Return Receipt Fee (Endorsement Required)	1.50
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.17

Postmark
Here
AUG 2000

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

ROBERT KRACH
RR 4 Box 524
City, State, ZIP+4
DuBois PA 15801

PS Form 3800, July 1999

See Reverse for Instructions

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

Received From:

COMMUNITY FIRST BANK, N.A.
P.O. BOX 130
REYNOLDSVILLE, PA 15851

One piece of ordinary mail addressed to:

Robert Krach
RR 4 Box 524
Reynoldsburg PA 15801

PS Form 3817, Mar. 1989

*U.S.GPO:1991-0-282-404/251

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

Received From:

COMMUNITY FIRST BANK, N.A.
P.O. BOX 130
REYNOLDSVILLE, PA 15851

One piece of ordinary mail addressed to:

Deborah Krach
RR 2 Box 279K
Reynoldsville PA 15851

PS Form 3817, Mar. 1989

*U.S.GPO:1991-0-282-404/251

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

DEBORAH KRACH
RR 2 Box 279K
Reynoldsville PA
15851

2. Article Number (Copy from service label)

7099 3400 0008 2773 7202

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
Robert L Krach 8/25/01

C. Signature

X Robert L Krach

Agent
 Addressee

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

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, July 1999 Domestic Return Receipt

102595-00-0952

2. Article Number (Copy from service label)

7099 3400 0008 2773 7196

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-0952

2. Article Number (Copy from service label)

7099 3400 0008 2773 7196

PS Form 3811, July 1999 Domestic Return Receipt

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7099 3400 0008 2773 7196

PS Form 3811, July 1999 Domestic Return Receipt

102595-00-0952

CERTIFIED MAIL



P.O. Box 130, 444 Main Street,
Reynardsville, PA 15851

ADDRESS SERVICE REQUESTED



7099 3400 0008 2773 7226



Kathryn Louise Delarame

RR 4 Box 524

Du Bois PA

RTS
RETURN TO SENDER

Certified Mail
NAME: *Robert Krach*
1st Notice *8/21/82*
RR 4 Box 524
Du Bois PA 15801
INSUFFICIENT ADDRESS OTHER
INSUFFICIENT ADDRESS OTHER
ATTENDED NOT KNOWN OTHER
NO SUCH NUMBER STREET OTHER
NOT DELIVERABLE AS ADDRESSED OTHER
UNABLE TO FORWARD OTHER

unc cc bmc

CERTIFIED MAIL

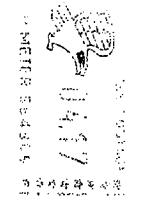


P.O. Box 130, 444 Main Street,
Reynardsville, PA 15851

ADDRESS SERVICE REQUESTED



7099 3400 0008 2773 7219



RTS

RETURN TO SENDER

unc cc bmc
NAME: *Robert Krach*
1st Notice *8/21/82*
RR 4 Box 524
Du Bois PA 15801
INSUFFICIENT ADDRESS OTHER
INSUFFICIENT ADDRESS OTHER
ATTENDED NOT KNOWN OTHER
NO SUCH NUMBER STREET OTHER
NOT DELIVERABLE AS ADDRESSED OTHER
UNABLE TO FORWARD OTHER

15801X9519

ALL that certain lot or piece of land, situate, lying and being in the Township of Brady, Clearfield County, Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a stone in Township Road; thence North 1 degree 30 minutes East in line of land now or formerly of John Y. Smith, 11.6 perches to a post; thence South 66 degrees 30 minutes West by line of land now or formerly of John Y. Smith, 12.5 perches to a post; thence South 26 degrees 30 minutes East in line of lot now or formerly of Lewis Postlethwaite, 4 perches to a corner of stable; thence South 2 degrees East by land now or formerly of said Lewis Postlethwaite, 2.6 perches to a post; thence South 88 degrees 30 minutes East in line of land now or formerly of Thomas Carson, 8.8 perches to a stone and place of beginning. **CONTAINING** 76 perches, more or less.

BEING the same premises conveyed to Robert Krach and Kathryn Louise DeLarme, the Mortgagors herein, by deed of Robert Krach, dated November 14, 1996, and recorded in Clearfield County Deed Book Volume 1803, page 09.

The said ROBERT KRACH joins in the execution of this Mortgage instrument solely for the purpose of releasing and conveying to the mortgagee herein all of his right, title and interest to the property described in this instrument in order to better secure the obligation which has been incurred by the mortgagors/grantors herein

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

COMMUNITY FIRST BANK, N.A.,

Plaintiff

VS.

KATHRYN LOUISE DELARME and
ROBERT KRACH, and
ROBERT L. KRACH, JR. and
DEBORAH KRACH,

Defendants

COMPLAINT
IN MORTGAGE FORECLOSURE
AND ASSUMPSIT

FILED

OCT 24 2001
OCT 25 2001 CATHY Mohney
William A. Shaw
Prothonotary
Pd \$80.00
Acc atty Mohney

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

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

COMMUNITY FIRST BANK, N.A., : NO. 01 - 1754 - C.D.
: :
Plaintiff : TYPE OF CASE: MORTGAGE
: FORECLOSURE
VS. : :
: TYPE OF PLEADING: PRAECIPE
KATHRYN LOUISE DELARME and : TO SETTLE, DISCONTINUE AND END
ROBERT KRACH, and : :
ROBERT L. KRACH, JR. and : FILED ON BEHALF OF: PLAINTIFF
DEBORAH KRACH, : :
: COUNSEL OF RECORD:
Defendants : CHRISTOPHER E. MOHNEY, ESQUIRE
: :
: SUPREME COURT NO.: 63494
: :
: BLAKLEY, JONES & MOHNEY
: 90 BEAVER DRIVE, BOX 6
: DU BOIS, PA 15801
: (814) 371-2730

FILED

DEC 13 2001

William A. Shaw
Prothonotary

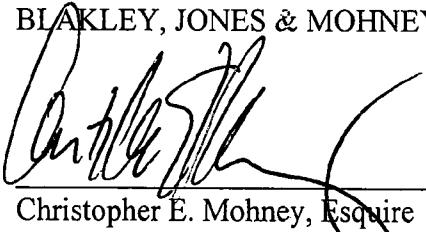
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW

COMMUNITY FIRST BANK, N.A., : NO. 01 - 1754 - C.D.
: :
Plaintiff :
: :
VS. :
: :
KATHRYN LOUISE DELARME and :
ROBERT KRACH, and :
ROBERT L. KRACH, JR. and :
DEBORAH KRACH, :
: :
Defendants :
:

PRAECIPE TO SETTLE, DISCONTINUE AND END

TO WILLIAM A. SHAW, PROTHONOTARY:

Kindly mark the above-captioned case settled, discontinued and ended in payment of your costs only and mark the judgment satisfied.

BY: 
BLAKLEY, JONES & MOHNEY
Christopher E. Mohney, Esquire
Pa. I.D. # 63494
90 Beaver Drive, Box 6
Du Bois, PA 15801
(814) 371-2730
Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL ACTION - LAW
NO. 01 - 1754 - C.D.

COMMUNITY FIRST BANK, N.A.,

Plaintiff

VS.

KATHRYN LOUISE DELARME and
ROBERT KRACH, and
ROBERT L. KRACH, JR. and
DEBORAH KRACH,

Defendants

PRAECIPE TO SETTLE, DISCONTINUE
AND END

FILED

DEC 13 2001
mB37/ noce
William A. Shaw
Prothonotary
Cmt. D.D. to
Atty

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

Copy CA
EJH

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

COPY

CIVIL DIVISION

Community First Bank, N.A.

Vs.

No. 2001-01754-CD

**Kathryn Louise DeLarme
Robert Krach
Robert L. Krach Jr.
Deborah Krach**

CERTIFICATE OF DISCONTINUATION

Commonwealth of PA
County of Clearfield

I, William A. Shaw, Prothonotary of the Court of Common Pleas in and for the County and Commonwealth aforesaid do hereby certify that the above case was on December 13, 2001 marked:

Settled, Discontinued and Ended

Record costs in the sum of \$80.00 have been paid in full by Christopher Mohney, Esquire.

IN WITNESS WHEREOF, I have hereunto affixed my hand and seal of this Court at Clearfield, Clearfield County, Pennsylvania this 13th day of December A.D. 2001.

William A. Shaw, Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11679

COMMUNITY FIRST BANK

01-1754-CD

VS.

DELARME, KATHRYN LOUISE a1

COMPLAINT IN MORTGAGE FORECLOSURE AND ASSUMPSIT

SHERIFF RETURNS

NOW OCTOBER 29, 2001 AT 2:38 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON KATHRYN LOUISE DELARME, DEFENDANT AT EMPLOYMENT, 2 MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO KATHRYN DELARME A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW OCTOBER 30, 2001 AT 1:18 PM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT KRACH, DEFENDANT AT EMPLOYMENT, ORIGINAL HOAGIE SHOP, S. MAIN ST., DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ROBERT KRACH A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

NOW OCTOBER 24, 2001, THOMAS DEMKO, SHERIFF OF JEFFERSON COUNTY WAS DEPUTIZED BY CHESTER A. HAWKINS, SHERIFF OF CLEARFIELD COUNTY TO SERVE THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT L. KRACH JR. AND DEBORAH KRACH, DEFENDANTS.

NOW NOVEMBER 19, 2001 SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON ROBERT L. KRACH JR. AND DEBORAH KRACH, DEFENDANTS BY DEPUTIZING THE SHERIFF OF JEFFERSON COUNTY. THE RETURN OF SHERIFF DEMKO IS HERETO ATTACHED AND MADE A PART OF THIS RETURN STATING THAT HE SERVED BOTH COPIES ON CHARLES KRACH, BROTHER OF ROBERT.

FILED
01/15
JAN 16 2002
WAS
SIGNED

William A. Shaw
Prothonotary

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11679

COMMUNITY FIRST BANK

01-1754-CD

VS.

DELARME, KATHRYN LOUISE a1

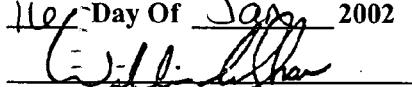
COMPLAINT IN MORTGAGE FORECLOSURE AND ASSUMPSIT

SHERIFF RETURNS

Return Costs

Cost	Description
75.00	SHFF HAWKINS PAID BY: ATTY.
50.80	SHFF. DEMKO PAID BY: ATTY.
40.00	SURCHARGE PAID BY: ATTY.
<u>165.80</u>	

Sworn to Before Me This

11 Day Of July 2002


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

So Answers,


Chester A. Hawkins
Sheriff

No. 01-1754-CD

Personally appeared before me, Dale W. Overman, Deputy for Thomas A. Demko, Sheriff of Jefferson County, Pennsylvania, who according to law deposes and says that on November 19, 2001 at 6:10 o'clock P.M. served the Notice and Complaint in Mortgage Foreclosure upon ROBERT L. KRACH, JR. and DEBORAH KRACH, Defendants, at their residence, R.D. #2, Box 279K, Reynoldsville, Township of Winslow, County of Jefferson, State of Pennsylvania by handing to Charles Krach, Robert's brother and adult person in charge at time of service, two true copies of the Notice and Complaint, and by making known to him the contents thereof.

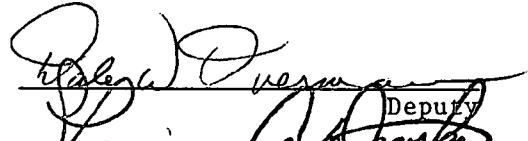
Advance Costs Received:	\$ 125.00
My Costs:	\$ 48.80 Paid
Prothy:	\$ 2.00
Total Costs:	\$ 50.80
Refunded:	\$ 74.20

Sworn and subscribed

to before me this 26
day of November 2001
Dale W. Overman

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

So Answers,


Dale W. Overman
Thomas A. Demko
Sheriff
JEFFERSON COUNTY, PENNSYLVANIA