

01-1892-CD
FIRSTMERIT BANK, N.A. et al -vs- EDWARD A. ASSALONE et al

WILLIAM A. SHAW
PROTHONOTARY
and CLERK of COURTS
P.O. BOX 549
CLEARFIELD, PENNSYLVANIA 16830

Does NOT
reside at their
address!!!

Lisa D. Assalone
PO-Box 187, Melody Lane
Penfield, PA 15849

A INSUFFICIENT ADDRESS
 C ATTEMPTED NOT KNOWN OTHER
 S NO SUCH NUMBER/ STREET
 NOT DELIVERABLE AS ADDRESSED
- UNABLE TO FORWARD

RETURN TO SENDER

RTS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff,

v.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

TO: DEFENDANT:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

WELTMAN, WEINBERG & REIS CO., L.P.A.

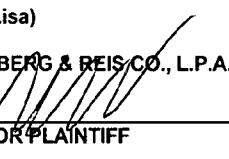
By: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:
P.O. Box 2060
Alliance, OH 44601

AND THE DEFENDANT ARE:

P.O. Box 187, 2 Hoover Town Road
Penfield, PA 15849 (Edward)
P.O. Box 382
Hyde, PA 16843 (Lisa)

WELTMAN, WEINBERG & REIS CO., L.P.A.

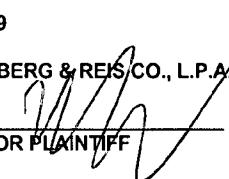
BY: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL
ESTATE Affected BY THIS LIEN IS:

Rr 1, Box 185-C
Penfield, PA 15849

Twp of Pine

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: 
ATTORNEYS FOR PLAINTIFF

NO. 2001-1892-C9

ISSUE NO.:

CODE:

TYPE OF PLEADING:

COMPLAINT IN MORTGAGE
FORECLOSURE

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Kimberly J. Hong, ESQUIRE
Pa. I.D. #74950

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#02340500

FILED

NOV 19 2001

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff,

NO:

v.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

NOTICE TO DEFEND

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

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

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff, : NO:

v.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, Firstmerit Bank, N.A., s/b/m/t Signal Bank, N.A., by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is Firstmerit Bank, N.A., s/b/m/t Signal Bank, N.A., a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").
2. The Defendants are Edward A. Assalone, an adult individual whose last known address is P.O. Box 187, 2 Hoover Town Road, Penfield, PA 15849 and Lisa D. Assalone, an adult individual whose last known address is P.O. Box 382, Hyde, PA 16843.
3. On or about December 14, 1998, the Defendants executed a Demand Note (hereinafter "Note") in the original principal amount of \$87,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.
4. On or about December 14, 1998, as security for payment of the aforesaid Note, the Defendants made, executed and delivered to Family Mobile Home, Inc., a Mortgage in the original principal amount of \$87,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on December 14, 1998 in Instrument No. 199800878. A true and correct copy of said Mortgage containing a

description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Family Mobile Home, Inc., assigned all of its right, title and interest in and to the Mortgage to Signal Bank, N.A., pursuant to an Assignment of Mortgage, which was recorded on December 22, 1998, in Instrument No. 199801419.

6. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

7. The Defendants are in default under the terms of the aforesaid Note and Mortgage.

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

9. On or about September 24, 2001, Defendants were mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

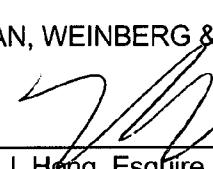
Principal	\$ 84,967.73
Interest thru 10/30/01	\$ 3,800.89
Late Charge thru 10/30/01	\$ 30.00
Execution Costs thru 10/30/01	\$ 0.00
Attorneys' Fees thru 10/30/01	\$ 1,000.00
Other Charges	\$ 50.00
 TOTAL	 \$ 89,848.62

11. Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "C" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$89,848.62, with interest thereon at the rate of \$23.10 per diem from October 30, 2001, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

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

WELTMAN, WEINBERG & REIS CO., L.P.A.



Kimberly J. Heng, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

DEMAND NOTE

DATED December 14, 1998
AT Family Mobile Homes, Inc.
RR1 Box 560
Woodland, PA 16881

Pd-in-full
12-14-98
J. K. Schleifer

ON DEMAND, AT THE TIME SET FORTH MORE SPECIFICALLY BELOW, AFTER THIS DATE FOR VALUE RECEIVED AND INTENDING LEGALLY TO BE BOUND THEREBY, the undersigned, Edward A. Assalone and Lisa D. Assalone, husband and wife (hereinafter referred to as "Maker") does hereby promise to pay, without defalcation, to the order of Family Mobile Homes, Inc., a Pennsylvania business corporation (hereinafter referred to as "Holder") at any office of the Holder, the sum of Eighty-Seven Thousand Two Hundred and 00/100***** Dollars (\$87,200.00) lawful money of the United States of America.

PURPOSE OF LOAN

This loan is entered into between Holder and Maker in order that Maker may purchase a mobile home, more specifically described as follows: 1999 Skyline Oak Manor 48'x28', VIN #: to be assigned. This Note is meant to provide temporary financing to Maker until the time the mobile home is actually delivered. Thereafter, Maker will enter into permanent financing by means of a permanent installment sales agreement with a local bank or financial institution (hereinafter referred to as "Bank"). The monies due under this Demand Note shall, therefore, accrue no interest and require no periodic payments until such time as Bank provides the permanent financing which will be used to pay this Note in full.

TIME OF PAYMENT

Payment of this Note is due on demand on or after the day which the above-described mobile home is delivered to Holder. This Note may also be paid by Maker before the time of delivery without any penalty or premium if Maker so chooses. Once the permanent installment sales agreement is entered into by Maker and Bank and the proceeds are used to pay Holder, this Demand Note will be marked "Paid in Full" and returned to Maker.

SECURITY

Simultaneously with the execution of this Note, the Maker has executed and delivered to the Holder a mortgage securing the same (hereinafter called the "Mortgage"), which Mortgage covers a certain tract and improvements thereon, described as follows:

"See Attached Exhibit A"

At the time Maker enters into the permanent installment sales agreement with Bank, Mortgage will be assigned by Holder to Bank in order to provide security for the permanent financing. Additionally, Maker will pledge as security the above-described mobile home such that Bank will have a first lien interest in the home.

ADDITIONAL PROVISIONS

The Maker hereby covenants and agrees as follows:

1. All of the terms, covenants, conditions and provisions of the Mortgage are incorporated herein by reference and are made a part hereof, and any breach or violation thereof shall constitute a breach or violation of this Note.
2. If the Maker shall fail to pay any sum required to be paid by the Maker under this Note or the Mortgage, after demand has been made by Holder as set forth above, or if Maker shall fail to perform any other provision hereof or of the Mortgage on the part of the Maker to be performed, then in any such event, at the option of the Holder, the whole unpaid balance of the above principal sum and all other sums due hereunder or secured by the Mortgage or required to be paid by the mortgagor thereunder, shall become due and payable immediately without notice to the Maker.
3. All of the covenants herein contained shall accrue to the benefit of the successors and assigns, voluntary or involuntary, of Family Mobile Homes, Inc., and shall bind the Maker and Maker's heirs, legal representatives, heirs, successors, and assigns.
4. It is agreed that in the event of default hereunder or under the accompanying Mortgage or demand for payment as set forth above:
 - (a) The entire unpaid balance of said principal sum and all other sums secured by said Mortgage, shall at the option of Holder, become due and payable immediately and payment may be enforced and recovered at once, and
 - (b) Interest at the legal rate shall begin to accrue on the date the default occurs until such time as the entire amount due under the Note, including said interest, is paid in full, and
 - (c) If a judgment is entered against Maker or a complaint filed hereunder in any court, an attorney's commission for collection, viz: fifteen (15%) per cent of the total of all amounts secured by the accompanying Mortgage, besides costs of suit, shall become due and payable in addition to all other sums.

5. Maker acknowledges that all notices given by Holder as required by federal or state law reflect the financial information relating to the permanent installment sales agreement which Maker will enter into with Bank since it is this agreement which will establish the duration, the interest rate, and the monthly payment for this transaction

6. All disputes arising under this Note shall be decided in the Blair County Court of Common Pleas.

7. All covenants, promises and conditions set forth in this Note other than the obligation of repayment shall survive payment in full hereunder until such time as the permanent installment sales agreement is also paid.

IN WITNESS WHEREOF, Intending to be legally bound hereby, the Maker has caused these presents to be duly executed, the day and year first above written.

IN WITNESS.

Mary Kay Pitchard

Mary Kay Pitchard

Edward A. Assalone (SEAL)
NAME Edward A. Assalone

Lisa D. Assalone (SEAL)
NAME Lisa D. Assalone

NAME _____ (SEAL)

NAME _____ (SEAL)

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 14th day of December 19 98, by and between the undersigned, Edward A. Assalone and Lisa D. Assalone, husband and wife, herein called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1683 E Pleasant Valley Blvd., Altoona, Pennsylvania 16602, herein called "Mortgagee"

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the principal sum of Eighty-Seven Thousand Two Hundred and 00/100 Dollars (\$87,200.00), (and/or any renewal refinancing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances, debits, or obligations, with interest thereon, will be secured hereby in addition to the advances, debits and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL that real estate situated in the County of Clearfield (City, Borough, Township) of

Pine Township Ward known and numbered as Penfield, PA 15849

RR1 Box 185-C Street Address City, Town, Post Office

Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume _____

Page _____, and more particularly described as:

"See Attached Exhibit A"

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and behoof of Mortgagee, its successors and assigns, forever

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note, Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferment charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferment
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgement and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgement at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagor authorizes Mortgagee at its option to obtain such insurance and bill Mortgagor for all costs thereto, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining paid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof to the Mortgagee hereof due or to become due whether now existing or hereafter contracted
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisalment, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situate thereon a mobile home which the Mortgagor do intend to permanently affix to said property

BUT PROVIDED ALWAYS, that if Mortagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assignees of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in the Presence of:

Mary Kay Pritchard

Edward A. Assalone

(SEAL)

Edward A. Assalone

(SEAL)

Lisa D. Assalone

(SEAL)

(SEAL)

I certify the precise residence of the Mortgagee to be 1683 E. PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16602

Melody Endress

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

ss

On this 14th day of December, 1998, before me Melody J. Endress, the undersigned officer, personally appeared Edward A. Assalone and Lisa D. Assalone, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they, as Mortagor, have executed the same for the purposes herein contained.

In Witness Whereof, I Hereunto set my hand and official seal.

My commission expires

Notarial Seal
Melody J. Endress, Notary Public
Logan Twp., Blair County
My Commission Expires April 6, 2002

Title of Officer

Member Pennsylvania Association of Notaries

ss.

day

RECORDED on this

day

of

A.D. 19

in
the Recorder's Office of said County, in Mar-
tine Book, Vol. . Page .
Given under my hand and seal of the said
office, the day and year aforesaid.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO

FAMILY MOBILE
HOMES, INC.

COMMONWEALTH
OF PENNSYLVANIA

COUNTY OF

RECORDED on this

day

of

A.D. 19

in
the Recorder's Office of said County, in Mar-
tine Book, Vol. . Page .
Given under my hand and seal of the said
office, the day and year aforesaid.

MAIL TO

FAMILY MOBILE
HOMES, INC.

Exhibit "A"

ALL that certain piece or parcel of land located in Pine Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the southeast corner of Lot # 10 of the Crystal Springs Lodge, Inc., Development, said iron pin also being on the northerly right-of-way of 50-foot Gary Lynn Drive; thence along the easterly line of Lot #10, North 6° 16' East 399.5 feet to an iron pin at the southeast corner of Lot # 5 of said Development; thence along the southerly line of Lot # 6, South 83° 33' East 400.0 feet to an iron pin at the southwest corner of Lot #7 of said Development; thence along the westerly line of Lot #12 South 6° 16' West 398.3 feet to an iron pin at the southwest corner of Lot #12 on the northerly right-of-way of Gary Lynn Drive; thence along the northerly right-of-way of Gary Lynn Drive North 83° 44' West 400.0 feet to an iron pin at the southeast corner of Lot #10 of said Development and the place of beginning.

BEING Lot No. 11 of Crystal Springs Lodge, Inc., Development. Containing 3.66 acres, as shown on the survey of Gary B. Thurston dated October 16, 1974, and filed of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Map File No. 26, Square 70.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER	199800878	
RECORDED ON	Dec 14, 1998	
	2:25:28 PM	
RECORDING FEES -	\$13.00	
RECORDER	COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	IMPROVEMENT FUND	\$1.00
	STATE WRIT TAX	\$0.50
	TOTAL	\$15.50

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

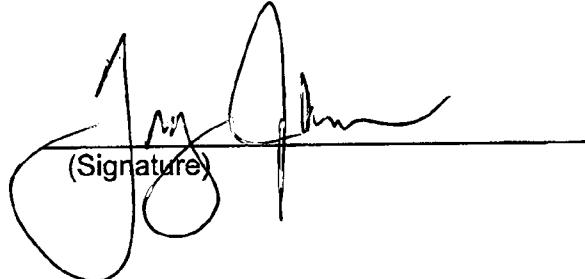
1. I declare under penalty of perjury that the foregoing is true and correct.
2. I further declare that I am the attorney of record for the Plaintiff in this case.

Deputy Clerk, Clerk's Office, Court of Common Pleas of Allegheny County, PA

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Troy James,
Legal Assistant, of First Merit Bank NA, plaintiff herein,
(TITLE) (COMPANY)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(Signature)

02340500

24 Jan 02 Document
Reinstated/Reissued to Sheriff/Attorney
for service.
Will A. Shaw
Deputy Prothonotary

FILED

NOV 19 2001

10/4/001 WMS

William A. Shaw

Prothonotary

PA 80.-
BY ATT

2 CENT TO STEN.ER

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11775

FIRSTMERIT BANK

01-1892-CD

VS.

ASSALONE, EDWARD A. & LISA D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

NOW NOVEMBER 30, 2001 AT 10:45 AM EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON EDWARD A. ASSALONE, DEFENDANT AT RESIDENCE, PO BOX 187, MELODY LANE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO DERRICK ASSALONE, SON A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.

SERVED BY: COUDRIET

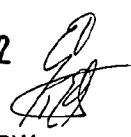
NOW JANUARY 9, 2002 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURN THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE "NOT FOUND" AS TO LISA D. ASSALONE, DEFENDANT.

Return Costs

Cost	Description
56.80	SHFF. HAWKINS PAID BY: ATTY.
20.00	SURCHARGE PAID BY: ATTY.

FILED

01/15
JAN 16 2002


William A. Shaw
Prothonotary

Sworn to Before Me This

16 Day Of Jan 2002
William A. Shaw

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

So Answers,


Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff,

v.

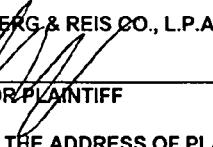
EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

TO: DEFENDANT:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:
P.O. Box 2060
Alliance, OH 44601

AND THE DEFENDANT ARE:

P.O. Box 187, 2 Hoover Town Road
Penfield, PA 15849 (Edward)
P.O. Box 382
Hyde, PA 16843 (Lisa)

WELTMAN, WEINBERG & REIS CO., L.P.A.

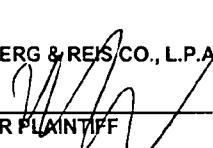
BY: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL
ESTATE Affected BY THIS LIEN IS:

Rr 1, Box 185-C
Penfield, PA 15849

Twp of Pine

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: 
ATTORNEYS FOR PLAINTIFF

NO. 2001- 1892-CB

ISSUE NO.:

CODE:

TYPE OF PLEADING:

COMPLAINT IN MORTGAGE
FORECLOSURE

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Kimberly J. Hong, ESQUIRE
Pa. I.D. #74950

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#02340500

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

NOV 19 2001

Attest. 
William L. Brown
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff,

NO:

v.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

NOTICE TO DEFEND

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

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

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff, NO:

v.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, Firstmerit Bank, N.A., s/b/m/t Signal Bank, N.A., by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is Firstmerit Bank, N.A., s/b/m/t Signal Bank, N.A., a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").
2. The Defendants are Edward A. Assalone, an adult individual whose last known address is P.O. Box 187, 2 Hoover Town Road, Penfield, PA 15849 and Lisa D. Assalone, an adult individual whose last known address is P.O. Box 382, Hyde, PA 16843.
3. On or about December 14, 1998, the Defendants executed a Demand Note (hereinafter "Note") in the original principal amount of \$87,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.
4. On or about December 14, 1998, as security for payment of the aforesaid Note, the Defendants made, executed and delivered to Family Mobile Home, Inc., a Mortgage in the original principal amount of \$87,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on December 14, 1998 in Instrument No. 199800878. A true and correct copy of said Mortgage containing a

description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Family Mobile Home, Inc., assigned all of its right, title and interest in and to the Mortgage to Signal Bank, N.A., pursuant to an Assignment of Mortgage, which was recorded on December 22, 1998, in Instrument No. 199801419.

6. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

7. The Defendants are in default under the terms of the aforesaid Note and Mortgage.

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

9. On or about September 24, 2001, Defendants were mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

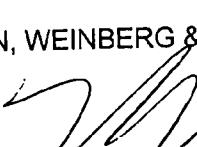
Principal	\$ 84,967.73
Interest thru 10/30/01	\$ 3,800.89
Late Charge thru 10/30/01	\$ 30.00
Execution Costs thru 10/30/01	\$ 0.00
Attorneys' Fees thru 10/30/01	\$ 1,000.00
Other Charges	<u>\$ 50.00</u>
 TOTAL	\$ 89,848.62

11. Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "C" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$89,848.62, with interest thereon at the rate of \$23.10 per diem from October 30, 2001, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

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

WELTMAN, WEINBERG & REIS CO., L.P.A.



Kimberly J. Hong, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

DEMAND NOTE

Pd-in-full
12-14-98
Don W. Schlesinger

DATED December 14, 1998
AT Family Mobile Homes, Inc.
R.R. Box 560
Woodland, PA 16881

ON DEMAND, AT THE TIME SET FORTH MORE SPECIFICALLY BELOW, AFTER THIS DATE FOR VALUE RECEIVED AND INTENDING LEGALLY TO BE BOUND THEREBY, the undersigned, Edward A. Assalone and Lisa D. Assalone, husband and wife (hereinafter referred to as "Maker") does hereby promise to pay, without defalcation, to the order of Family Mobile Homes, Inc., a Pennsylvania business corporation (hereinafter referred to as "Holder") at any office of the Holder, the sum of Eighty-Seven Thousand Two Hundred and 00/100***** Dollars (\$87,200.00) lawful money of the United States of America.

PURPOSE OF LOAN

This loan is entered into between Holder and Maker in order that Maker may purchase a mobile home, more specifically described as follows: 1999 Skyline Oak Manor 48'x28'. VIN #: to be assigned. This Note is meant to provide temporary financing to Maker until the time the mobile home is actually delivered. Thereafter, Maker will enter into permanent financing by means of a permanent installment sales agreement with a local bank or financial institution (hereinafter referred to as "Bank"). The monies due under this Demand Note shall, therefore, accrue no interest and require no periodic payments until such time as Bank provides the permanent financing which will be used to pay this Note in full.

TIME OF PAYMENT

Payment of this Note is due on demand on or after the day which the above-described mobile home is delivered to Holder. This Note may also be paid by Maker before the time of delivery without any penalty or premium if Maker so chooses. Once the permanent installment sales agreement is entered into by Maker and Bank and the proceeds are used to pay Holder, this Demand Note will be marked "Paid in Full" and returned to Maker.

SECURITY

Simultaneously with the execution of this Note, the Maker has executed and delivered to the Holder a mortgage securing the same (hereinafter called the "Mortgage"), which Mortgage covers a certain tract and improvements thereon, described as follows:

"See Attached Exhibit A"

At the time Maker enters into the permanent installment sales agreement with Bank, Mortgage will be assigned by Holder to Bank in order to provide security for the permanent financing. Additionally, Maker will pledge as security the above-described mobile home such that Bank will have a first lien interest in the home.

ADDITIONAL PROVISIONS

The Maker hereby covenants and agrees as follows:

1. All of the terms, covenants, conditions and provisions of the Mortgage are incorporated herein by reference and are made a part hereof, and any breach or violation thereof shall constitute a breach or violation of this Note.
2. If the Maker shall fail to pay any sum required to be paid by the Maker under this Note or the Mortgage, after demand has been made by Holder as set forth above, or if Maker shall fail to perform any other provision hereof or of the Mortgage on the part of the Maker to be performed, then in any such event, at the option of the Holder, the whole unpaid balance of the above principal sum and all other sums due hereunder or secured by the Mortgage or required to be paid by the mortgagor thereunder, shall become due and payable immediately without notice to the Maker.
3. All of the covenants herein contained shall accrue to the benefit of the successors and assigns, voluntary or involuntary, of Family Mobile Homes, Inc., and shall bind the Maker and Maker's heirs, legal representatives, heirs, successors, and assigns.
4. It is agreed that in the event of default hereunder or under the accompanying Mortgage or demand for payment as set forth above:
 - (a) The entire unpaid balance of said principal sum and all other sums secured by said Mortgage, shall at the option of Holder, become due and payable immediately and payment may be enforced and recovered at once, and
 - (b) Interest at the legal rate shall begin to accrue on the date the default occurs until such time as the entire amount due under the Note, including said interest, is paid in full, and
 - (c) If a judgment is entered against Maker or a complaint filed hereunder in any court, an attorney's commission for collection, viz: fifteen (15%) per cent of the total of all amounts secured by the accompanying Mortgage, besides costs of suit, shall become due and payable in addition to all other sums.

5. Maker acknowledges that all notices given by Holder as required by federal or state law reflect the financial information relating to the permanent installment sales agreement which Maker will enter into with Bank since it is this agreement which will establish the duration, the interest rate, and the monthly payment for this transaction

6. All disputes arising under this Note shall be decided in the Blair County Court of Common Pleas.

7. All covenants, promises and conditions set forth in this Note other than the obligation of repayment shall survive payment in full hereunder until such time as the permanent installment sales agreement is also paid.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Maker has caused these presents to be duly executed,
the day and year first above written.

IN WITNESS.

Mary Kay Pritchard

Mary Kay Pritchard

Edward A. Assalone (SEAL)
NAME Edward A. Assalone

Lisa D. Assalone (SEAL)
NAME Lisa D. Assalone

NAME _____ (SEAL)

NAME _____ (SEAL)

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 14th day of December 1998, by and between the undersigned, Edward A. Assalone and Lisa D. Assalone, husband and wife, herein called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1683 E Pleasant Valley Blvd., Altoona, Pennsylvania 16602, herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the principal sum of Eighty-Seven Thousand Two Hundred and 00/100***** dollars (\$87,200.00), (and/or any renewal financing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any, or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances, debits, or obligations, with interest thereon, will be secured hereby in addition to the advances, debits and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant and convey to Mortgagee, ALL that real estate situated in the County of Clearfield (City, Borough, Township) of Pine Township known and numbered as Block 185-C Ward 1 Street Address PA 15849 City, Town, Post Office Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume _____, Page _____, and more particularly described as:

"See Attached Exhibit A"

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises.

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and benefit of Mortgagee, its successors and assigns, forever.

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note. Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferment charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferral.
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear.
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgement and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgement at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagor authorizes Mortgagee at its option to obtain such insurance and bill Mortgagor for all costs thereof, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining paid principal balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note.
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof to the Mortgagee hereof due or to become due whether now existing or hereafter contracted.
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisement, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situate thereon a mobile home which the Mortgagor do intend to permanently affix to said property

BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assignees of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagor.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in the Presence of:

Mary Kay Bitchard

Edward A. Assalone (SEAL)

Lisa D. Assalone (SEAL)

(SEAL)

(SEAL)

I certify the precise residence of the Mortgagor to be 1683 E. PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16602.

Melody Endress

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

ss

On this 14th day of December 1998, before me Melody J. Endress,
the undersigned officer, personally appeared Edward A. Assalone and Lisa D. Assalone,

known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and
acknowledged that they as Mortgagor, have executed the same for the purposes herein contained.

In Witness Whereof, I Hereunto set my hand and official seal.
My commission expires:

Notarial Seal
Melody J. Endress, Notary Public
Logan Twp., Blair County
My Commission Expires April 6, 2002

Member Pennsylvania Association of Notaries

ss:

day

RECORDED on this

day

of

A.D. 19

in
the Recorder's Office of said County, in Mort-
gage Book, Vol. Page

Given under my hand and seal of the said
office, the day and year aforesaid.

MORTGAGE

FROM

TO

FAMILY MOBILE
HOMES, INC.

COMMONWEALTH
OF PENNSYLVANIA

COUNTY OF

MAIL TO
FAMILY MOBILE
HOMES, INC.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Exhibit "A"

ALL that certain piece or parcel of land located in Pine Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the southeast corner of Lot # 10 of the Crystal Springs Lodge, Inc., Development, said iron pin also being on the northerly right-of-way of 50-foot Gary Lynn Drive; thence along the easterly line of Lot #10, North 6° 16' East 399.5 feet to an iron pin at the southeast corner of Lot # 5 of said Development; thence along the southerly line of Lot # 6, South 83° 33' East 400.0 feet to an iron pin at the southwest corner of Lot #7 of said Development; thence along the westerly line of Lot #12 South 6° 16' West 398.3 feet to an iron pin at the southwest corner of Lot #12 on the northerly right-of-way of Gary Lynn Drive; thence along the northerly right-of-way of Gary Lynn Drive North 83° 44' West 400.0 feet to an iron pin at the southeast corner of Lot #10 of said Development and the place of beginning.

BEING Lot No. 11 of Crystal Springs Lodge, Inc., Development. Containing 3.66 acres, as shown on the survey of Gary B. Thurston dated October 16, 1974, and filed of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Map File No. 26, Square 70.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER	1998000878
RECORDED ON	Dec 14, 1998
	2:25:28 PM
RECORDING FEES -	\$13.00
RECORDER	\$1.00
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	\$1.00
IMPROVEMENT FUND	
STATE WRIT TAX	\$0.50
TOTAL	\$15.50

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

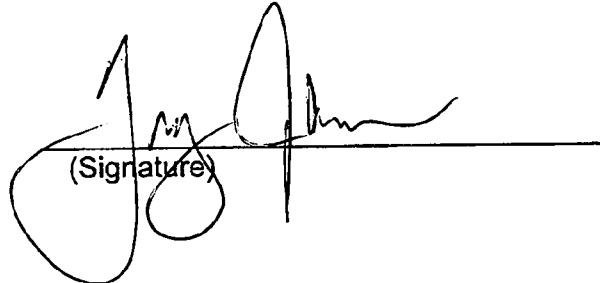
The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Troy James,

Legal Assistant, of First Merit Bank NA, plaintiff herein,
(TITLE) (COMPANY)

that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



A handwritten signature in black ink, appearing to read "Troy James", is written over a horizontal line. Below the line, the word "(Signature)" is printed in a small, sans-serif font.

02340500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

NO.: 2001-1892-CD

Plaintiff,
vs.
EDWARD A. ASSALONE and
LISA D. ASSALONE,

ISSUE NO.:

CODE:

Defendants.

TYPE OF PLEADING:

**PRAECIPE TO REINSTATE COMPLAINT
IN MORTGAGE FORECLOSURE**

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Kimberly J. Hong, ESQUIRE
Pa. I.D. #74950

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#02340500

FILED

JAN 24 2002

*William A. Shaw
Prothonotary*

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

NO.: 2001-1892-CD

Plaintiff,
vs.

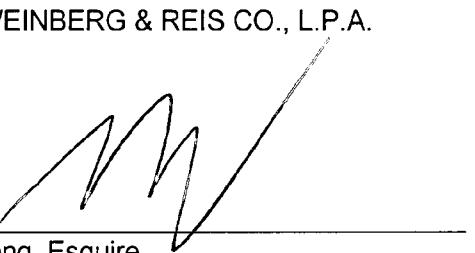
EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants.

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above-captioned matter.

WELTMAN, WEINBERG & REIS CO., L.P.A.



Kimberly J. Hong, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

FILED *Atty pd.*
mli:53BN 7:00
JAN 24 2002 2 Comp. Re-instate
to Sheriff
William A. Shaw
Prothonotary
EGS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

No. 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT
AGAINST EDWARD A. ASSALONE, ONLY

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

c/o Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Kimberly J. Hong
PA I.D. NO. 74950

AND THE DEFENDANT IS:
P.O. Box 187, Melody Lane
Penfield, PA 15849

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WELTMAN, WEINBERG & REIS CO., L.P.A.

BY: _____
ATTORNEYS FOR PLAINTIFF

WWR#02340500

FILED

IAN 30 2002

William A. Shaw
Prothonotary

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

No. 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Edward A. Assalone, ONLY, above named, in the default of an Answer, in the amount of \$91,678.30 computed as follows:

Principal	\$ 84,967.73
Interest thru 1/14/02	
at the legal interest rate of \$23.59 per diem	\$ 3,710.76
Late Charges through 1/14/02	\$ 45.00
Expenses thru 1/14/02	\$ 1,904.81
Execution Costs thru 1/14/02	\$ 0.00
Attorneys fees thru 1/14/02	\$ 1,000.00
Title Search	\$ 50.00
TOTAL	\$ 91,678.30

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

WELTMAN, WEINBERG & REIS CO., L.P.A.



By: _____
Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

AFFIDAVIT OF NON-MILITARY SERVICE

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praecipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FRISTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

vs.

Civil Action No. 2001-1892-CD

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants.

IMPORTANT NOTICE

TO: Edward A. Assalone
PO Box 187, Melody Lane
Penfield, PA 15849

Date of Notice: 01-11-02

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

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
Kimberly J. Hong
Weltman, Weinberg & Reis co. L.P.A.
2718Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

FILED

JAN 30 2002 20 pd by Atty. Hons.
11/15/01 P.M.
William A. Shaw
Prothonotary
Notice to def's
Statement to pl.
AO

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

Firstmerit Bank, N.A.
Plaintiff(s)

No.: 2001-01892-CD

Real Debt: \$91,678.30

Atty's Comm:

Vs.

Costs: \$

Int. From:

Edward A. Assalone
Lisa D. Assalone
Defendant(s)

Entry: \$20.00

Instrument: Default of Judgment

Date of Entry: January 30, 2002

Expires: January 30, 2007

Certified from the record this this 30th day of January, 2002

William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

No. 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Edward A. Assalone
P.O. Box 187, Melody Lane
Penfield, PA 15849

Plaintiff
 Defendant
 Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

Assumpsit Judgment in the amount of \$_____ plus costs.
 Mortgage Foreclosure in the amount of \$91,678.30 plus costs.
 Trespass Judgment in the amount of \$_____ plus costs.
 If not satisfied within sixty (60) days, your motor vehicle operator's
license and/or registration will be suspended by the Department of
Transportation, Bureau of Traffic Safety, Harrisburg, PA.
 Entry of Judgment of
 Court Order
 Non-Pros
 Confession
 Default
 Verdict
 Arbitration Award

Prothonotary

By:


PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

No. 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Edward A. Assalone
P.O. Box 187, Melody Lane
Penfield, PA 15849

() Plaintiff
(xx) Defendant
() Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on _____

() Assumpsit Judgment in the amount of \$_____ plus costs.
(XX) Mortgage Foreclosure in the amount of \$91,678.30 plus costs.
() Trespass Judgment in the amount of \$_____ plus costs.
() If not satisfied within sixty (60) days, your motor vehicle operator's
license and/or registration will be suspended by the Department of
Transportation, Bureau of Traffic Safety, Harrisburg, PA.

(xx) Entry of Judgment of
() Court Order
() Non-Pros
() Confession
(xx) Default
() Verdict
() Arbitration Award

FILED

EEB 05 2002
m/10/51 a.m.
William A. Shaw
Prothonotary

Return mail
Notice sent to
Lisa Assalone in error
Judgement only against Edward

Prothonotary

By: William A. Shaw
PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 11775

FIRSTMERIT BANK

01-1892-CD

VS.

ASSALONE, EDWARD A. & LISA D.

COMPLAINT IN MORTGAGE FORECLOSURE

SHERIFF RETURNS

**NOW JANUARY 30, 2002 AT 3:50 PM EST SERVED THE WITHIN COMPLAINT IN
MORTGAGE FORECLOSURE ON LISA D. ASSALONE, DEFENDANT AT RESIDENCE,
C/O sister, 10 WOOD ST., CLEARFIELD, CLEARFIELD COUNTY, PENNSYLVANIA
BY HANDING TO LISA D. ASSALONE A TRUE AND ATTESTED COPY OF THE
ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER
THE CONTENTS THEREOF.**

SERVED BY: COUDRIET

Return Costs

Cost	Description
11.00	SHFF. HAWKINS PAID BY: ATTY.
10.00	SURCHARGE PAID BY: ATTY.

FILED

MAR 18 2002

019100

**William A. Shaw
Prothonotary**



Sworn to Before Me This

18th Day Of May 2002
Will. A. Shaw

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

So Answers,

Chester A. Hawkins
By Marilyn Harris
Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff,

v.

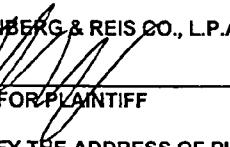
EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

TO: DEFENDANT:

YOU ARE HEREBY NOTIFIED TO PLEAD TO THE
ENCLOSED COMPLAINT WITHIN TWENTY (20) DAYS
FROM SERVICE HEREOF OR A DEFAULT JUDGMENT
MAY BE ENTERED AGAINST YOU.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:
P.O. Box 2060
Alliance, OH 44601

AND THE DEFENDANT ARE:

P.O. Box 187, 2 Hoover Town Road
Penfield, PA 15849 (Edward)
P.O. Box 382
Hyde, PA 16843 (Lisa)

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

I HEREBY CERTIFY THAT THE LOCATION OF THE REAL
ESTATE AFFECTED BY THIS LIEN IS:

Rr 1, Box 185-C
Penfield, PA 15849
Twp of Pine

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
ATTORNEYS FOR PLAINTIFF

NO.

ISSUE NO.:

CODE:

TYPE OF PLEADING:

COMPLAINT IN MORTGAGE
FORECLOSURE

FILED ON BEHALF OF:
PLAINTIFF

COUNSEL OF RECORD FOR THIS
PARTY:

Kimberly J. Hong, ESQUIRE
Pa. I.D. #74950

WELTMAN, WEINBERG & REIS CO., L.P.A.
Firm #339
2718 KOPPERS BUILDING
436 SEVENTH AVENUE
PITTSBURGH, PA 15219
(412) 434-7955
WWR#02340500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff, NO:

v.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

NOTICE TO DEFEND

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

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

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff, | NO:

v.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

CIVIL ACTION - COMPLAINT IN MORTGAGE FORECLOSURE

And now, comes Plaintiff, Firstmerit Bank, N.A., s/b/m/t Signal Bank, N.A., by and through its attorneys, WELTMAN, WEINBERG & REIS CO., L.P.A., and files this Complaint in Mortgage Foreclosure, averring in support thereof the following:

1. The Plaintiff is Firstmerit Bank, N.A., s/b/m/t Signal Bank, N.A., a lending institution duly authorized to conduct business within the Commonwealth of Pennsylvania (hereinafter "Plaintiff").
2. The Defendants are Edward A. Assalone, an adult individual whose last known address is P.O. Box 187, 2 Hoover Town Road, Penfield, PA 15849 and Lisa D. Assalone, an adult individual whose last known address is P.O. Box 382, Hyde, PA 16843.
3. On or about December 14, 1998, the Defendants executed a Demand Note (hereinafter "Note") in the original principal amount of \$87,000.00. A true and correct copy of said Note is marked Exhibit "A", attached hereto and made a part hereof.
4. On or about December 14, 1998, as security for payment of the aforesaid Note, the Defendants made, executed and delivered to Family Mobile Home, Inc., a Mortgage in the original principal amount of \$87,000.00 on the premises hereinafter described, said Mortgage being recorded in the Office of the Recorder of Deeds of Clearfield County on December 14, 1998 in Instrument No. 199800878. A true and correct copy of said Mortgage containing a

description of the premises subject to said Mortgage is marked Exhibit "B", attached hereto and made a part hereof.

5. Family Mobile Home, Inc., assigned all of its right, title and interest in and to the Mortgage to Signal Bank, N.A., pursuant to an Assignment of Mortgage, which was recorded on December 22, 1998, in Instrument No. 199801419.

6. The Defendants are the current record and real owners of the aforesaid mortgaged premises.

7. The Defendants are in default under the terms of the aforesaid Note and Mortgage.

8. Demand for payment has been made upon the Defendants by Plaintiff, but Defendants were unable to pay the principal balance, interest or any other portion thereof to Plaintiff.

9. On or about September 24, 2001, Defendants were mailed Notice of Homeowner's Emergency Assistance Act of 1983, in compliance with the Homeowner's Emergency Assistance Act, Act 91 of 1983 and pursuant to 12 PA Code Chapter 31, Subchapter B, Section 31.201 et seq.

10. The amount due and owing Plaintiff by Defendants is as follows:

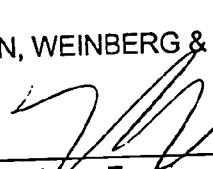
Principal	\$ 84,967.73
Interest thru 10/30/01	\$ 3,800.89
Late Charge thru 10/30/01	\$ 30.00
Execution Costs thru 10/30/01	\$ 0.00
Attorneys' Fees thru 10/30/01	\$ 1,000.00
Other Charges	\$ <u>50.00</u>
 TOTAL	\$ 89,848.62

11. Contemporaneously hereunder, Defendants have been advised of their right to dispute the validity of this debt or any part thereof, pursuant to the Fair Debt Collection Practices Act 30 Day Notice, attached hereto marked Exhibit "C" and made a part hereof.

WHEREFORE, Plaintiff demands judgment in Mortgage Foreclosure for the amount due of \$89,848.62, with interest thereon at the rate of \$23.10 per diem from October 30, 2001, plus costs, in addition to late charges and for foreclosure and sale of mortgaged premises.

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

WELTMAN, WEINBERG & REIS CO., L.P.A.



Kimberly J. Heng, Esquire
Pa. I.D. #74950
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219
(412) 434-7955

DEMAND NOTE

DATED December 14, 1998
AT Family Mobile Homes, Inc.
RR1 Box 560
Woodland, PA 16881

Pd-in-full
12-14-98
Don Collehan

ON DEMAND, AT THE TIME SET FORTH MORE SPECIFICALLY BELOW, AFTER THIS DATE FOR VALUE RECEIVED AND INTENDING LEGALLY TO BE BOUND THEREBY, the undersigned, Edward A. Assalone and Lisa D. Assalone, husband and wife (hereinafter referred to as "Maker") does hereby promise to pay, without defalcation, to the order of Family Mobile Homes, Inc., a Pennsylvania business corporation (hereinafter referred to as "Holder") at any office of the Holder, the sum of Eighty-Seven Thousand Two Hundred and 00/100***** Dollars (\$87,200.00) lawful money of the United States of America.

PURPOSE OF LOAN

This loan is entered into between Holder and Maker in order that Maker may purchase a mobile home, more specifically described as follows: 1999 Skyline Oak Manor 48'x28', VIN #: to be assigned. This Note is meant to provide temporary financing to Maker until the time the mobile home is actually delivered. Thereafter, Maker will enter into permanent financing by means of a permanent installment sales agreement with a local bank or financial institution (hereinafter referred to as "Bank"). The monies due under this Demand Note shall, therefore, accrue no interest and require no periodic payments until such time as Bank provides the permanent financing which will be used to pay this Note in full.

TIME OF PAYMENT

Payment of this Note is due on demand on or after the day which the above-described mobile home is delivered to Holder. This Note may also be paid by Maker before the time of delivery without any penalty or premium if Maker so chooses. Once the permanent installment sales agreement is entered into by Maker and Bank and the proceeds are used to pay Holder, this Demand Note will be marked "Paid in Full" and returned to Maker.

SECURITY

Simultaneously with the execution of this Note, the Maker has executed and delivered to the Holder a mortgage securing the same (hereinafter called the "Mortgage"), which Mortgage covers a certain tract and improvements thereon, described as follows:

"See Attached Exhibit A"

At the time Maker enters into the permanent installment sales agreement with Bank, Mortgage will be assigned by Holder to Bank in order to provide security for the permanent financing. Additionally, Maker will pledge as security the above-described mobile home such that Bank will have a first lien interest in the home.

ADDITIONAL PROVISIONS

The Maker hereby covenants and agrees as follows:

1. All of the terms, covenants, conditions and provisions of the Mortgage are incorporated herein by reference and are made a part hereof, and any breach or violation thereof shall constitute a breach or violation of this Note.
2. If the Maker shall fail to pay any sum required to be paid by the Maker under this Note or the Mortgage, after demand has been made by Holder as set forth above, or if Maker shall fail to perform any other provision hereof or of the Mortgage on the part of the Maker to be performed, then in any such event, at the option of the Holder, the whole unpaid balance of the above principal sum and all other sums due hereunder or secured by the Mortgage or required to be paid by the mortgagee thereunder, shall become due and payable immediately without notice to the Maker.
3. All of the covenants herein contained shall accrue to the benefit of the successors and assigns, voluntary or involuntary, of Family Mobile Homes, Inc., and shall bind the Maker and Maker's heirs, legal representatives, heirs, successors, and assigns.
4. It is agreed that in the event of default hereunder or under the accompanying Mortgage or demand for payment as set forth above:
 - (a) The entire unpaid balance of said principal sum and all other sums secured by said Mortgage, shall at the option of Holder, become due and payable immediately and payment may be enforced and recovered at once, and
 - (b) Interest at the legal rate shall begin to accrue on the date the default occurs until such time as the entire amount due under the Note, including said interest, is paid in full, and
 - (c) If a judgment is entered against Maker or a complaint filed hereunder in any court, an attorney's commission for collection, viz: fifteen (15%) per cent of the total of all amounts secured by the accompanying Mortgage, besides costs of suit, shall become due and payable in addition to all other sums.

5. Maker acknowledges that all notices given by Holder as required by federal or state law reflect the financial information relating to the permanent installment sales agreement which Maker will enter into with Bank since it is this agreement which will establish the duration, the interest rate, and the monthly payment for this transaction.

6. All disputes arising under this Note shall be decided in the Blair County Court of Common Pleas.

7. All covenants, promises and conditions set forth in this Note other than the obligation of repayment shall survive payment in full hereunder until such time as the permanent installment sales agreement is also paid.

IN WITNESS WHEREOF, Intending to be legally bound hereby, the Maker has caused these presents to be duly executed, the day and year first above written.

IN WITNESS.

Mary Kay Pitchard

Mary Kay Pitchard

Edward A. Assalone (SEAL)
NAME Edward A. Assalone

Lisa D. Assalone (SEAL)
NAME Lisa D. Assalone

NAME (SEAL)

NAME (SEAL)

REAL ESTATE MORTGAGE

THIS MORTGAGE, made and entered into this 14th day of December 19 98, by and between the undersigned, Edward A. Assalone and Lisa D. Assalone, husband and wife, herein called "Mortgagor", and FAMILY MOBILE HOMES, INC., a Pennsylvania Association having an office and place of business at 1683 E Pleasant Valley Blvd., Altoona, Pennsylvania 16602, herein called "Mortgagee".

WITNESSETH, that to secure payment by Mortgagor of a Promissory Note of even date herewith, in the principal sum of Eighty Seven Thousand Two Hundred and 00/100 Dollars (\$87,200.00), (and/or any renewal refinancing or extension thereof, or other Promissory Note or other agreement to pay which may be substituted therefor, any or all of which are hereinafter referred to as "Promissory Note") and all other obligations of Mortgagor under the terms and provisions of this Mortgage, and obligations which Mortgagor may hereafter, from time to time become obligated to Mortgagee for payment of, or for additional sums of money advanced by Mortgagee, and it is intended that all of said future advances debts, or obligations, with interest thereon, will be secured hereby in addition to the advances, debts and obligations presently owing by Mortgagor, Mortgagor does by these presents sell, grant and convey to Mortgagee, All that real estate situated in the County of Clearfield (City, Borough, Township) of Pine Township Ward known and numbered as Penfield, PA 15849 Street Address City, Town, Post Office Pennsylvania, and described in Deed recorded in the Recorder's Office of said County at Deed Book Volume Page, and more particularly described as:

"See Attached Exhibit A"

TOGETHER with all the buildings and improvements thereon and additions thereto, including all alleys, passageways, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or appurtenant, herein called the Mortgaged Premises

TO HAVE AND TO HOLD the Mortgaged Premises hereby granted and conveyed unto Mortgagee, to and for the use and benefit of Mortgagee, its successors and assigns, forever

THIS MORTGAGE IS MADE subject to the following conditions, and Mortgagor agrees

1. Mortgagor will make all payments on the due date thereof and perform all other obligations as required or provided herein and in said Promissory Note, Mortgagee, at its option, may defer the payment date of all wholly unpaid installments one or more full months and charge a deferment charge therefor which shall be equal to the interest charge applicable to the month or months in which any installment is not required by reason of a deferment
2. Mortgagor will pay when due all taxes and assessments levied or assessed against said premises or any part thereof, and will deliver receipts therefor to the Mortgagee upon request.
3. Mortgagor will keep the improvements on said property constantly insured against fire and such other hazards, in such amount and with such carriers as Mortgagee shall require, with loss if any payable to Mortgagee as its interest may appear
4. Mortgagor will neither commit nor suffer any strip, waste, impairment or deterioration of the mortgaged premises, and will maintain the same in good order and repair.
5. In the event that Mortgagor defaults in the making of any payment due and payable under said Combined Promissory Note and Federal Disclosure Statement, or in the keeping and performance by Mortgagor of any of the conditions or covenants of this Mortgage or said Combined Promissory Note and Federal Disclosure Statement, Mortgagee may forthwith bring an Action of Mortgage Foreclosure hereon, or institute other foreclosure proceedings upon this Mortgage, and may proceed to judgement and execution to recover the balance due on said Promissory Note and any other sums that may be due thereunder including reasonable attorney fees, costs of suit, and costs of sale together with interest after judgement at the applicable rate until the full amount due Mortgagee is paid. In the event Mortgagor fails to maintain insurance against fire and such other hazards as Mortgagee requires, Mortgagor authorizes Mortgagee at its option to obtain such insurance and bill Mortgagor for all costs thereof, which such costs Mortgagor agrees to pay, or to add such costs to the then remaining paid and unpaid balance of Mortgagor's Promissory Note and charge interest thereon at the rate of interest contained in such Note
6. Mortgagor agrees that this mortgage is security for the payment of the aforesaid obligations and all other direct or contingent liabilities of the Mortgagor hereof to the Mortgagee hereof due or to become due whether now existing or hereafter contracted
7. If all or part of the sums secured by this Mortgage are lent to the Mortgagor to acquire title to the property, this Mortgage is hereby declared to be a Purchase Money Mortgage.
8. Mortgagor hereby waives and releases all benefits and relief from any and all appraisalment, stay and exemption laws, now in force or hereafter passed, either for the benefit or relief of Mortgagor, or limiting the balance due under said Promissory Note to a sum not in excess of the amount actually paid by the purchaser of the Mortgaged Premises at a sale thereof in any judicial proceedings upon said Promissory Note or upon this Mortgage, or exempting the Mortgaged Premises or any other premises or property, real or personal, or any part of the proceeds of sale thereof from attachment, levy or sale under execution, or providing for any stay of execution or other process. Mortgagor hereby releases to Mortgagee all rights and expectancy of dower, courtesy, or similar statutory rights.
9. The property, as described herein, has situate thereon a mobile home which the Mortgagor do intend to permanently affix to said property

BUT PROVIDED ALWAYS, that if Mortgagor does pay or cause this Mortgage and the debt or debts hereby secured to be paid in full, then this Mortgage and the estate hereby granted shall cease and determine and become void, anything herein to the contrary notwithstanding.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assignees of the parties hereto. Whenever used, the singular number shall include the plural, the plural, the singular, and the use of any gender shall be applicable to all genders.

Payment of this Mortgage is subject to the terms and conditions of said Promissory Note of even date between Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the said Mortgagor has signed this Mortgage, with seal(s) affixed, on the date first above shown.

Signed, Sealed and Delivered in the Presence of:

Mary Kay Pritchard

Edward A. Assalone (SEAL)

Lisa D. Assalone (SEAL)

(SEAL)

(SEAL)

I certify the precise residence of the Mortgagee to be 1683 E. PLEASANT VALLEY BLVD., ALTOONA, PENNSYLVANIA 16602.

Melody Endress

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

ss

On this 14th day of December 1998, before me Melody J. Endress, the undersigned officer, personally appeared Edward A. Assalone and Lisa D. Assalone, known to me (or satisfactorily proven) to be the person(s) whose names are subscribed to the within instrument and acknowledged that they, as Mortgagor(s), have executed the same for the purposes herein contained.

In Witness Whereof, I Hereunto set my hand and official seal.
My commission expires:

Notarial Seal
Melody J. Endress, Notary Public
Logan Twp., Blair County
My Commission Expires April 6, 2002

Member Pennsylvania Association of Notaries

Melody J. Endress
Notary Public
Logan Twp., Blair County
My Commission Expires April 6, 2002

COMMONWEALTH
OF PENNSYLVANIA

ss:

RECORDED on this day

of December, A.D. 191998, in

the Recorder's Office of said County, in Mar-
tage Book, Vol. 1, Page 1.

Given under my hand and seal of the said
office, the day and year aforesaid.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE

FROM

TO

FAMILY MOBILE
HOMES, INC.

MAIL TO
FAMILY MOBILE
HOMES, INC.

Exhibit "A"

ALL that certain piece or parcel of land located in Pine Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the southeast corner of Lot # 10 of the Crystal Springs Lodge, Inc., Development, said iron pin also being on the northerly right-of-way of 50-foot Gary Lynn Drive; thence along the easterly line of Lot #10, North 6° 16' East 399.5 feet to an iron pin at the southeast corner of Lot # 5 of said Development; thence along the southerly line of Lot # 6, South 83° 33' East 400.0 feet to an iron pin at the southwest corner of Lot #7 of said Development; thence along the westerly line of Lot #12 South 6° 16' West 398.3 feet to an iron pin at the southwest corner of Lot #12 on the northerly right-of-way of Gary Lynn Drive; thence along the northerly right-of-way of Gary Lynn Drive North 83° 44' West 400.0 feet to an iron pin at the southeast corner of Lot #10 of said Development and the place of beginning.

BEING Lot No. 11 of Crystal Springs Lodge, Inc., Development. Containing 3.66 acres, as shown on the survey of Gary B. Thurston dated October 16, 1974, and filed of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Map File No. 26, Square 70.

KAREN L. STARCK
REGISTER AND RECORDER
CLEARFIELD COUNTY, PA
Pennsylvania

INSTRUMENT NUMBER	
1998000878	
RECORDED ON	
Dec 14, 1998	
2:25:28 PM	
RECORDING FEES -	\$13.00
RECORDER	
COUNTY IMPROVEMENT FUND	\$1.00
RECORDER	
IMPROVEMENT FUND	\$1.00
STATE WRIT TAX	\$0.50
TOTAL	\$15.50

FAIR DEBT COLLECTION PRACTICES ACT 30 DAY NOTICE

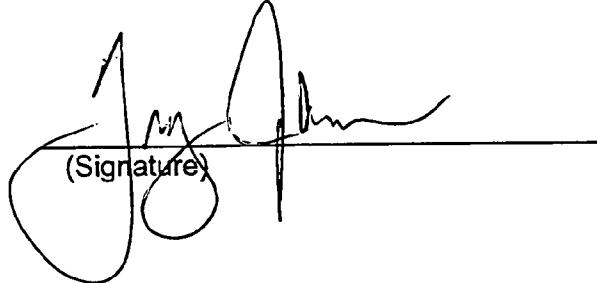
By law, this law firm is required to advise you that unless within 30 days after receipt of this notice you dispute the validity of this debt or any portion thereof, the debt will be assumed to be valid by us. If said notification is sent to us in writing, we are required to provide you with verification of the debt. In the event within a 30-day period you request in writing the name of the original creditor, it will be provided to you if different from the current creditor. In the event that you dispute the debt and/or request the name of the original creditor in writing within the 30-day period, no further action will be taken to obtain Judgment in the pending lawsuit until the verification and/or name of the original creditor has been provided to you.

This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for at least thirty (30) days from the date of service of this Complaint upon you, and if you request verification, we will not move for Default judgment until a reasonable time after verification has been provided, and after the expiration of the thirty (30) day period from the date of service.

VERIFICATION

The undersigned does hereby verify subject to the penalties of 18 P.A.C.S. § 4904 relating to unsworn falsifications to authorities, that he/she is Troy James, Legal Assistant, of First Merit Bank NA, plaintiff herein, (TITLE) (COMPANY) that he/she is duly authorized to make this verification, and that the facts set forth in the foregoing Complaint are true and correct to the best of his/her knowledge, information and belief.



(Signature)

A handwritten signature in black ink, appearing to read "Troy James", is written over a horizontal line. Below the signature, the words "(Signature)" are printed in a small, sans-serif font.

02340500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

No. 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT
AGAINST LISA D. ASSALONE, ONLY

I HEREBY CERTIFY THE ADDRESS OF PLAINTIFF IS:

c/o Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Kimberly J. Hong
PA I.D. NO. 74950

AND THE DEFENDANT IS:

10 Wood Avenue
Clearfield, PA 16830

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

WELTMAN, WEINBERG & REIS CO., L.P.A.
BY: 
ATTORNEYS FOR PLAINTIFF

FILED ^{20 pd by}
^{Atty Hong}

MAR 25 2002

11/2/2002 p.m. 60
William A. Shaw
Prothonotary 
no CC
statement to Atty Hong
Notice to def

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WWR#02340500

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

No. 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

TO THE PROTHONOTARY:

Kindly enter Judgment against the Defendant, Lisa D. Assalone, ONLY, above named, in the default of an Answer, in the amount of \$91,678.30 computed as follows:

Principal	\$ 84,967.73
Interest thru 1/14/02	
at the legal interest rate of \$23.59 per diem	\$ 3,710.76
Late Charges through 1/14/02	\$ 45.00
Expenses thru 1/14/02	\$ 1,904.81
Execution Costs thru 1/14/02	\$ 0.00
Attorneys fees thru 1/14/02	\$ 1,000.00
Title Search	<u>\$ 50.00</u>
TOTAL	\$ 91,678.30

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

WELTMAN, WEINBERG & REIS CO., L.P.A.



By: _____
Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

AFFIDAVIT OF NON-MILITARY SERVICE

The undersigned does hereby verify subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities, that the parties against whom Judgment is to be entered according to the Praeclipe attached are not members of the Armed Forces of the United States or any other military or non-military service covered by the Soldiers and Sailors Civil Relief Act of 1940. The undersigned further states that the information is true and correct to the best of the undersigned's knowledge and belief and upon information received from others.

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: 
Kimberly J. Hong
Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Civil Action No. 2001-1892-CD

Defendants.

IMPORTANT NOTICE

TO: Lisa D. Assalone
10 Wood Ave.
Clearfield, PA 16830

Date of Notice: 3-8-02

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

PA Bar Association
P.O. Box 186
Harrisburg, PA 17108
800-692-7375

WELTMAN, WEINBERG & REIS CO., L.P.A.

By: _____
Kimberly J. Hong
Weltman, Weinberg & Reis co. L.P.A.
2718Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
(412) 434-7955

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A.,
s/b/m/t SIGNAL BANK, N.A.,

Plaintiff

No. 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE, ONLY

Defendants

NOTICE OF JUDGMENT OR ORDER

TO: Lisa D. Assalone
10 Wood Avenue
Clearfield, PA 16830

() Plaintiff
(xx) Defendant
() Garnishee

You are hereby notified that the following
Order or Judgment was entered against you
on 3-25-02

() Assumpsit Judgment in the amount of \$_____ plus costs.
(XX) Mortgage Foreclosure in the amount of \$91,678.30 plus costs.
() Trespass Judgment in the amount of \$_____ plus costs.
() If not satisfied within sixty (60) days, your motor vehicle operator's
license and/or registration will be suspended by the Department of
Transportation, Bureau of Traffic Safety, Harrisburg, PA.
(xx) Entry of Judgment of
() Court Order
() Non-Pros
() Confession
(xx) Default
() Verdict
() Arbitration Award

Prothonotary

By: William L. Hall

PROTHONOTARY (OR DEPUTY)

THIS LAW FIRM IS ATTEMPTING TO COLLECT THIS DEBT FOR ITS CLIENT AND ANY
INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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

Firstmerit Bank, N.A.
Plaintiff(s)

No.: 2001-01892-CD

Real Debt: \$91,678.30

Atty's Comm:

Vs. Costs: \$

Int. From:

Lisa D. Assalone, ONLY
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: March 25, 2002

Expires: March 25, 2007

Certified from the record this 25th day of March, 2002



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

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

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A., s/b/m/t
SIGNAL BANK, N.A.,

Plaintiff,

NO: 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants.

TYPE OF PLEADING:

PRAECIPE FOR WRIT OF EXECUTION

Filed on Behalf of:

PLAINTIFF

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02340500

FILED

MAY 02 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A., s/b/m/t
SIGNAL BANK, N.A.,

Plaintiff,

NO: 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants.

PRAECIPE FOR WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly issue a Writ of Execution in the above matter, directed to the Sheriff of Clearfield County
against Defendants, Edward A. Assalone and Lisa D. Assalone for the amount of:

1. Judgment Amount	\$ 91,678.30
Interest at the rate of \$23.59 per diem from 1/14/02 to sale date	\$ 3,963.12
2. Late Charges thru sale date	\$ <u>228.54</u>
TOTAL	\$ 95,869.96

With continuing interest at the aforesaid rate plus appropriate additional attorney fees and costs.

Costs (to be added by Prothonotary)	\$
Date: <u>4/5/02</u>	

Kimberly J. Hong
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

FILED

MAY 02 2002
M 19551 Catty Hong pg 20.00
William A. Shaw
Prothonotary
Lewiston Sheriff
[Signature]

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

Firstmerit Bank, N.A., s/b/m/t
Signal Bank, N.A.

COPY

Vs.

NO.: 2001-01892-CD

Edward A. Assalone and
Lisa D. Assalone

TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due Firstmerit Bank, N.A., s/b/m/t Signal Bank, N.A. , Plaintiff(s) from Edward A. Assalone , Lisa D. Assalone , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$91,678.30

PAID: \$224.80

INTEREST: \$3,963.12

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$228.54 - Late Charges

ATTY'S COMM: \$

DATE: 05/02/2002



William A. Shaw
Prothonotary/Clerk Civil Division

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

Requesting Party: Kimberly Hong, Esquire
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A., s/b/m/t
SIGNAL BANK, N.A.,

Plaintiff,

NO: 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land located in Pine Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the southeast corner of Lot #10 of the Crystal Springs Lodge, Inc., Development, said iron pin also being on the northerly right-of-way of 50-foot Gary Lynn Drive; thence along the easterly line of Lot #10, North 6 degrees 16 minutes East 399.5 feet to an iron pin at the southeast corner of Lot #5 of said Development; thence along the southerly line of Lot #6, South 83 degrees 33 minutes East 400.0 feet to an iron pin at the southwest corner of Lot #7 of said Development; thence along the westerly line of Lot #12 South 6 degrees 16 minutes West 398.3 feet to an iron pin at the southwest corner of Lot #12 on the northerly right-of-way of Gary Lynn Drive, thence along the northerly right-of-way of Gary Lynn Drive, North 83 degrees 44 minutes West 400.0 feet to an iron pin at the southeast corner of Lot #10 of said Development and the place of beginning.

BEING Lot No. 11 of Crystal Springs Lodge, Inc., Development. Containing 3.66 acres, as shown on the survey of Gary B. Thurston dated October 16, 1974, and filed of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Map File No. 26, Square 70.

BEING the same premises which Crystal Springs Lodge, Inc., a Pennsylvania Corporation, by Deed dated October 29, 1998 and recorded in Clearfield County on December 14, 1998 at Deed Book Volume 199800, Page 877 granted and conveyed to Edward A. Assalone and Lisa D. Assalone.

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Parcel No.: 127-14-17

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A., s/b/m/t
SIGNAL BANK, N.A.,

Plaintiff,
vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

TYPE OF PLEADING:

LIENHOLDER AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02340500

FILED

JUL 11 2002

m 11:40 Incc

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A., s/b/m/t
SIGNAL BANK, N.A.,

Plaintiff,
vs.

NO: 2001-1892-CD

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

LIENHOLDER AFFIDAVIT OF SERVICE

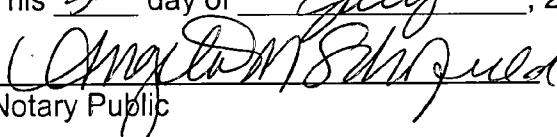
BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on each of the following Lienholders by Certificate of Mail on June 25, 2002. True and correct copies of said certificates of mail are attached hereto as Exhibit "A".

WELTMAN, WEINBERG & REIS, CO., L.P.A.



Kimberly J. Hong
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Sworn to and subscribed before me
This 3rd day of July, 2002.



Notary Public

NOTARIAL SEAL
ANGELA M. SCHOFIELD, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 8, 2006

U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received from: Weltman, Weinberg & Reis Co., L.P.A. <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>	
One piece of ordinary mail addressed to: <u>Domestic Relations</u> <u>230 East Market Street</u> <u>Clearfield, PA 16830</u>	

PS Form 3817, January 2001

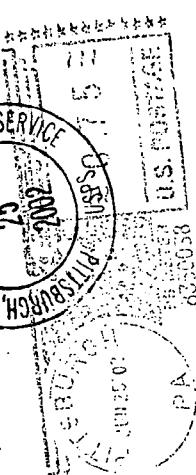
Assalone



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received from: Weltman, Weinberg & Reis Co., L.P.A. <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>	
One piece of ordinary mail addressed to: <u>Orheritance Tax Bureau</u> <u>230 East Market Street</u> <u>Clearfield, PA 16830</u>	

PS Form 3817, January 2001

Assalone



U.S. POSTAL SERVICE	CERTIFICATE OF MAILING
MAY BE USED FOR DOMESTIC AND INTERNATIONAL MAIL. DOES NOT PROVIDE FOR INSURANCE-POSTMASTER	
Received from: Weltman, Weinberg & Reis Co., L.P.A. <u>2718 Koppers Bldg.</u> <u>436 7th Avenue</u> <u>Pittsburgh, PA 15219</u> <u>(412) 434-7955</u>	
One piece of ordinary mail addressed to: <u>Tax Claim Bureau</u> <u>230 E. Market Street</u> <u>Clearfield, PA 16830</u>	

PS Form 3817, January 2001

Assalone



EXHIBIT

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A., s/b/m/t
SIGNAL BANK, N.A.,

Plaintiff,

NO: 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants.

TYPE OF PLEADING:

DEFENDANT AFFIDAVIT OF SERVICE

Filed on Behalf of:

Plaintiff

Counsel or Record for this Party:

Kimberly J. Hong
PA I.D. #74950

Weltman, Weinberg & Reis Co., L.P.A.
2718 Koppers Building
436 7th Avenue
Pittsburgh, PA 15219
WWR #02340500

FILED

JUL 11 2002

M11:401ncc
William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A., s/b/m/t
SIGNAL BANK, N.A.,

Plaintiff, NO: 2001-1892-CD
vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants

AFFIDAVIT OF SERVICE

BEFORE ME, the undersigned authority, personally appeared Kimberly J. Hong, Esquire, who according to law deposes and says that a copy of the Notice of Sheriff's Sale has been served on the Defendant, Edward A. Assalone.

1. On or about May 28, 2002, Plaintiff mailed Defendant, a copy of the Notice of Sheriff's Sale, by certified mail, return receipt requested, to PO Box 187, Melody Lane, Penfiled, PA 15849.

2. On or about May 30, 2002, Plaintiff received the signed certified mail receipt indicating that a copy of the Notice had been served on the Defendant. A true and correct copy of said signed certified mail receipt is marked Exhibit "A".



Kimberly J. Hong
Attorneys for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

Sworn to and subscribed before me
This 3rd day of July, 2002.

Angela M. Schofield
Notary Public

NOTARIAL SEAL

ANGELA M. SCHOFIELD, NOTARY PUBLIC
CITY OF PITTSBURGH, ALLEGHENY COUNTY
MY COMMISSION EXPIRES MARCH 8, 2006

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:

Edward A. Assalone
 P.O. Box 187, Melody Lane
 Penfield, PA 15849

COMPLETE THIS SECTION ON DELIVERY

A. Signature

Ashley Petruccas Agent Addressee

B. Received by (Printed Name)

C. Date of Delivery

Ashley Petruccas 03-22

D. Is delivery address different from item 1? YesIf YES, enter delivery address below: No**2. Article Number**

(Transfer from service label)

7001 1940 0001 9771 7211

PS Form 3811, August 2001

Domestic Return Receipt

102595-01-M-25

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

OFFICIAL USE	
7211	Postage \$
9771	Certified Fee
0001	Return Receipt Fee (Endorsement Required)
1940	Restricted Delivery Fee (Endorsement Required)
7001	Total Postage & Fees \$
5/28/02	
Postmark Here	
Sent To Edward A. Assalone	
Street, Apt. No.; or PO Box No. P.O. Box 187, Melody Lane	
City, State, ZIP+4 Penfield, PA 15849	

PS Form 3800, January 2001. See Reverse for Instructions.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12479

FIRSTMATE BANK, NA

01-1892-CD

VS.

ASSALONE, EDWARD A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

**NOW, JUNE 4, 2002 @ 1:45 P.M. O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY
OF THE DEFENDANTS, EDWARD A. ASSALONE AND LISA D. ASSALONE. THE
PROPERTY WAS POSTED THIS DATE.**

A SALE IS SET FOR AUGUST 2, 2002.

FILED
01/31/01
NO
CC
NOV 18 2002
A
KJD

William A. Shaw
Prothonotary

**NOW, JUNE 4, 2002 @ 1:30 P.M. SERVED THE DEFENDANT EDWARD A. ASSALONE,
AT HIS PLACE OF RESIDENCE P. O. BOX 187 MELODY LANE, PENFIELD,
CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO ASHLEY PETRACCA ADULT
AT RESIDENCE OF DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL
WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MAKING KNOWN
TO HER THE CONTENTS THEREOF.**

**NOW, JUNE 5, 2002 @ 11:30 A.M. O'CLOCK SERVED LISA D. ASSALONE AT THE
CLEARFIELD COUNTY COURTHOUSE, 1 NORTH SECOND STREET, CLEARFIELD,
CLEARFIELD COUNTY, CLEARFIELD, PENNSYLVANIA BY HANDING TO LISA D.
ASSALONE A TRUE AND ATTESTED ORIGINAL WRIT OF EXECUTION, NOTICE OF
SALE AND COPY OF LEVY AND MAKING KNOWN TO THE THE CONTENTS THEREOF.**

**NOW, AUGUST 2, 2002 A SALE WAS HELD ON THE PROPERTY OF THE DEFENDANTS
EDWARD A. ASSALONE AND LISA D. ASSALONE. THE PROPERTY WAS PURCHASED
BY THE PLAINTIFF FOR \$1.00 + COSTS.**

NOW, AUGUST 12, 2002 BILLED ATTORNEY FOR COSTS DUE.

NOW, NOVEMBER 1, 2002 RECEIVED CHECK FROM ATTORNEY TO PAY COSTS.

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12479

FIRSTMATE BANK, NA

01-1892-CD

VS.

ASSALONE, EDWARD A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

NOW, NOVEMBER 4, 2002 BILLED ATTORNEY FOR INCREASE OF \$10.00 TO FILE
DEED.

NOW, NOVEMBER 11, 2002 RECEIVED CHECK FROM ATTORNEY.

NOW, NOVEMBER 14, 2002 PAID BILLS FROM ADVANCE AND ATTORNEY CHECK AND
MADE REFUND OF UNUSED PORTION TO ATTORNEY.

NOW, NOVEMBER 18, 2002 RETURNED WRIT AS SALE BEING HELD ON THE
PROPERTY OF THE DEFENDANTS. PROPERTY PURCHASED BY THE PLAINTIFF FOR
\$1.00 + COSTS.

NOW, NOVEMBER 18, 2002 DEED WAS FILED

SHERIFF HAWKINS \$231.73

SURCHARGE \$40.00

PAID BY ATTORNEY

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12479

FIRSTMATE BANK, NA

01-1892-CD

VS.

ASSALONE, EDWARD A.

WRIT OF EXECUTION REAL ESTATE

SHERIFF RETURNS

Sworn to Before Me This

18th Day Of Nov. 2002

Willie L. Brown Jr.

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

So Answers,

Chester Hawkins
By Cynthia Butler Augenbaugh
Chester A. Hawkins
Sheriff

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

Firstmerit Bank, N.A., s/b/m/t
Signal Bank, N.A.

Vs.

NO.: 2001-01892-CD

Edward A. Assalone and
Lisa D. Assalone

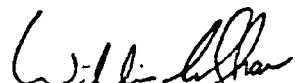
TO THE SHERIFF OF CLEARFIELD COUNTY:

To satisfy the debt, interest and costs due Firstmerit Bank, N.A., s/b/m/t Signal Bank, N.A. , Plaintiff(s) from Edward A. Assalone , Lisa D. Assalone , Defendant(s):

- (1) You are directed to levy upon the property of the defendant(s) and to sell interest(s) therein:
See Attached Description
- (2) If property of the defendant(s) not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify him/her that he/she has been added as a garnishee and is enjoined as above stated.

AMOUNT DUE: \$91,678.30
INTEREST: \$3,963.12
PROTH. COSTS: \$
ATTY'S COMM: \$
DATE: 05/02/2002

PAID: \$224.80
SHERIFF: \$
OTHER COSTS: \$228.54 - Late Charges



William A. Shaw
Prothonotary/Clerk Civil Division

Received this writ this 2nd day
of May A.D. 2002
At 3:27 A.M./P.M.
Wester A. Hanting
Sheriff by Margaret N. Putt

Requesting Party: Kimberly Hong, Esquire
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, PA 15219

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FIRSTMERIT BANK, N.A., s/b/m/t
SIGNAL BANK, N.A.,

Plaintiff,

NO: 2001-1892-CD

vs.

EDWARD A. ASSALONE and
LISA D. ASSALONE,

Defendants.

LONG FORM DESCRIPTION

ALL that certain piece or parcel of land located in Pine Township, Clearfield County, Pennsylvania, bounded and described as follows:

BEGINNING at an iron pin at the southeast corner of Lot #10 of the Crystal Springs Lodge, Inc., Development, said iron pin also being on the northerly right-of-way of 50-foot Gary Lynn Drive; thence along the easterly line of Lot #10, North 6 degrees 16 minutes East 399.5 feet to an iron pin at the southeast corner of Lot #5 of said Development; thence along the southerly line of Lot #6, South 83 degrees 33 minutes East 400.0 feet to an iron pin at the southwest corner of Lot #7 of said Development; thence along the westerly line of Lot #12 South 6 degrees 16 minutes West 398.3 feet to an iron pin at the southwest corner of Lot #12 on the northerly right-of-way of Gary Lynn Drive, thence along the northerly right-of-way of Gary Lynn Drive, North 83 degrees 44 minutes West 400.0 feet to an iron pin at the southeast corner of Lot #10 of said Development and the place of beginning.

BEING Lot No. 11 of Crystal Springs Lodge, Inc., Development. Containing 3.66 acres, as shown on the survey of Gary B. Thurston dated October 16, 1974, and filed of record in the Office of the Recorder of Clearfield County, Pennsylvania, in Map File No. 26, Square 70.

BEING the same premises which Crystal Springs Lodge, Inc., a Pennsylvania Corporation, by Deed dated October 29, 1998 and recorded in Clearfield County on December 14, 1998 at Deed Book Volume 199800, Page 877 granted and conveyed to Edward A. Assalone and Lisa D. Assalone.

WELTMAN, WEINBERG & REIS, CO., L.P.A.

Kimberly J. Hong, Esquire
Attorney for Plaintiff
2718 Koppers Building
436 Seventh Avenue
Pittsburgh, Pennsylvania 15219

Parcel No.: 127-14-17

**REAL ESTATE SALE
SCHEDULE OF DISTRIBUTION**

NAME ASSALONE NO. 01-1892-CD

OW, AUGUST 2, 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 for the date, time and place of sale at the court House in Clearfield on the 2ND day of AUGUST 2002, I exposed the within described real estate of EDWARD A. ASSALONE AND LISA D. ASSALONE to public venue or outcry at which time and place I sold the same to FIRSTMERIT BANK, N.A. S/B/M/T SIGNAL 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	10.40
LEVY	15.00
MILEAGE	10.40
POSTING	15.00
CSDS	10.00
COMMISSION 2%	
POSTAGE	8.38
HANDBILLS	15.00
DISTRIBUTION	25.00
ADVERTISING	15.00
ADD'L SERVICE	15.00
DEED	30.00
ADD'L POSTING	
ADD'L MILEAGE	6.55
ADD'L LEVY	
BID AMOUNT	1.00
RETURNS/DEPUTIZE	
COPIES/BILLING	15.00
	5.00
BILLING/PHONE/FAX	5.00
TOTAL SHERIFF COSTS	231.73

DEED COSTS:

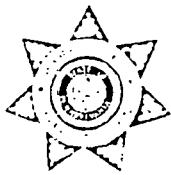
ACKNOWLEDGEMENT	5.00
REGISTER & RECORDER	29.00
TRANSFER TAX 2%	
TOTAL DEED COSTS	29.00

DEBIT & INTEREST:

DEBT-AMOUNT DUE	91,678.30
INTEREST	3,963.12
TO BE ADDED	
TOTAL DEBT & INTEREST	95,641.42
COSTS:	
ATTORNEY FEES	
PROTH. SATISFACTION	
ADVERTISING	536.34
LATE CHARGES & FEES	
TAXES - collector	1,177.99
TAXES - tax claim	
TO SEPT	PAID
DUE	
COST OF SUIT -TO BE ADDED	
LEIN SEARCH	100.00
FORCLOSURE FEES/ESCROW DEFICIT	
ACKNOWLEDGEMENT	5.00
DEED COSTS	29.00
ATTORNEY COMMISSION	
SHERIFF COSTS	231.73
LEGAL JOURNAL AD	162.00
REFUND OF ADVANCE	
REFUND OF SURCHARGE	
PROTHONOTARY	224.80
MORTGAGE SEARCH	40.00
SATISFACTION FEE	
ESCROW DEFICIENCY	
MUNICIPAL LIEN	
TOTAL COSTS	2,506.86

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

CHESTER A. HAWKINS, Sheriff



Sheriff's Office Clearfield County

OFFICE (814) 765-2641
AFTER 4:00 P.M. (814) 765-1533
CLEARFIELD COUNTY FAX
(814) 765-6080
2002

CHESTER A. HAWKINS
SHERIFF

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

DARLENE SHULTZ

CHIEF DEPUTY

MARGARET PUTT

OFFICE MANAGER

MARILYN HAMM

DEPT. CLERK

PETER F. SMITH

SOLICITOR

COPY

June 24, 2002

Edward A. Assalone
R. R. #1, Box 185-C
Penfield, PA 15849

Dear Mr. Assalone,

Enclosed please find your copy of the Sheriff' Levy that was taken on June 4, 2002. Your wife picked up her copy at our office but she could not pick up yours.

Sincerely,

A handwritten signature in black ink, appearing to read "Chester A. Hawkins".

Chester A. Hawkins
Sheriff

CAH/ca

Enclosure

*Rec'd 6/24/2002
Jacqueline C. Hawkins
6:30 PM*

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:
Edward A. Assalone
R. R. #1, Box 185-C
Penfield, PA 15849

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

ASHLI *Reflex* *6/20/99*

C. Signature

ASHLI *Reflex* *6/20/99*

D. Is delivery address different from item 1?

Yes

No

If YES, enter delivery address below:

PO BOX 187
Penfield PA 15849

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

Yes

2. **7001 1940 0001 9405 9369**

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

U.S. Postal Service CERTIFIED MAIL RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
6986 5046 1000 0467 1000	
6986 5046 1000 0467 1000	

6986 5046 1000 0467 1000	
6986 5046 1000 0467 1000	

6986 5046 1000 0467 1000	
6986 5046 1000 0467 1000	
6986 5046 1000 0467 1000	
Postage	\$ 3.94
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 3.94
Sent To <i>Edward Assalone</i>	
Street, Apt. No.: <i>1001 1940 0001 9405 9369</i>	
or, PO Box No.: <i>C</i>	
City, State, ZIP+4 <i>Penfield PA 15849</i>	

See Reverse for Instructions

PS Form 3800, January 2001

