

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

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



Does NOT reside at this address  
Lisa D. Assalone  
PO Box 187, Melody Lane  
Penfield, PA 15849

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

**RTS**  
RETURN TO SENDER

16830/0749      16830/0749      16830/0749

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-cd

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	\$ <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

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

Pd-in-Full  
12-14-98  
*[Signature]*

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 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 sum of \_\_\_\_\_ 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 REL Box 185-C \_\_\_\_\_ Renfield, 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 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 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 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 Mortgagors,                                           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 J. Endress*

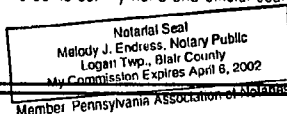
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

ss

On this 14th day of December, 19 98, 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 \_\_\_\_\_



*Melody J. Endress*  
\_\_\_\_\_  
Notary Public

COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF \_\_\_\_\_  
RECORDED on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_  
of \_\_\_\_\_ the Recorder's Office of said County, in Mortgage 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.

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 \$1.00  
FUND

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.

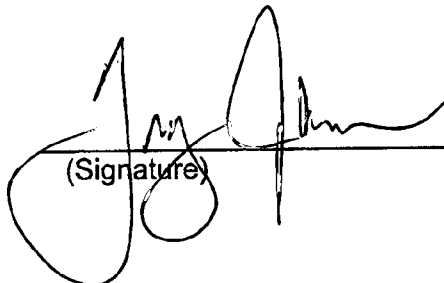
This law firm is attempting to collect this debt for our client and any information obtained will be used for that purpose.

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.

10/12/2001 15:48  
WELTMAN WEINBERG & REIS  
02340500

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 PA.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.

William A. Shaw  
Deputy Prothonotary

FILED

NOV 19 2001

HA/4:00/1ms  
William A. Shaw  
Prothonotary

PA 80.-  
BY ATN

2 CENT TO SHERIFF

**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**

012:15  
JAN 16 2002

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

16 Day Of January 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  
by Marilyn Hamper  
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.

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Defendants

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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-CD

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

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

NOV 19 2001

Attest.

  
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:

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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:

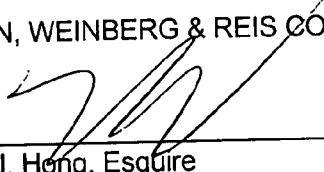
Principal	\$ 84,967.73
Interest thru 10/30/01	\$ 3,800.89
Late Charge thru 10/30/01	\$ 30.00
Execution Costs thru 10/30/01	\$ 0.00
Attorneys' Fees thru 10/30/01	\$ 1,000.00
Other Charges	<u>\$ 50.00</u>
TOTAL	\$ 89,848.62

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

DATED December 14, 1998

AT Family Mobile Homes, Inc.  
RRL Box 560  
Woodland, PA 16881

*Pd-in-Full*  
*12-14-98*  
*[Signature]*

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 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 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, Mortgagee 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 Box 185-C 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 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 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 appraisal, 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 Mortgagors 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 J. Endress

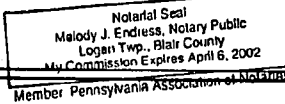
COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Clearfield

ss

On this 14th day of December, 19 98, 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:



Melody J. Endress  
\_\_\_\_\_  
Notary Public

ss:

day

in

A.D. 19

Page

Vol.

the Recorder's Office of said County, in Mort-

Page Book

Given under my hand and seal of the said

office, the day and year aforesaid.

COMMONWEALTH  
OF PENNSYLVANIA  
COUNTY OF

RECORDED on this

of

the Recorder's Office of said County, in Mort-

Page Book

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  
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 MRLT 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.

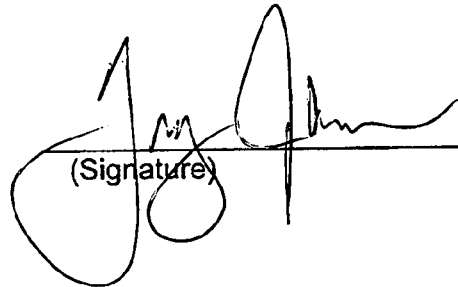
The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for 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 PA.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

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.

NO.: 2001-1892-CD

ISSUE NO.:

CODE:

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.

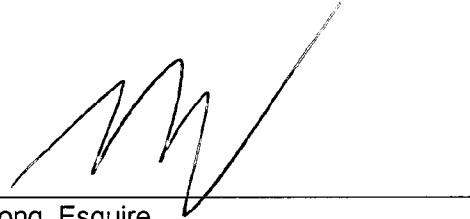
EDWARD A. ASSALONE and  
LISA D. ASSALONE,

Defendants.

PRAECIPE TO REINSTATE COMPLAINT

Kindly reinstate the Complaint in the above-captioned matter.

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

A handwritten signature in black ink, appearing to be 'M' followed by a long diagonal stroke, positioned above a horizontal line.

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.

m 11:53 AM

7:00

JAN 24 2002

2 Compl. Re-instated  
to Sheriff

William A. Shaw  
Prothonotary

*[Signature]*

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 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

BY:   
ATTORNEYS FOR PLAINTIFF

**FILED**

JAN 30 2002

William A. Shaw  
Prothonotary

WWR#02340500

**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 7<sup>th</sup> 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 Praeceptum 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

Welman, Weinberg & Reis Co., L.P.A.

2718 Koppers Building

436 7<sup>th</sup> 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**

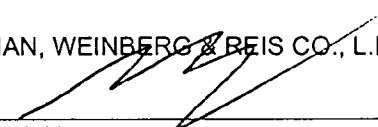
TO: Edward A. Assalone  
PO Box 187, Melody Lane  
Penfield, PA 15849

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.  
2718 Koppers Building  
436 7<sup>th</sup> 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

11:51 p.m.

William A. Shaw  
Prothonotary

*20 pd by Atty. Hon.*

*notice to def's*

*Statement to p.H.*

*[Signature]*

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: Willie L. 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  
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**

FEB 05 2002

10/10:51 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

*E. J. [Signature]*

Sworn to Before Me This

18th Day Of March 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*

by *Manly Hamer*  
Chester A. Hawkins

Sheriff

NOV 19 2001

V. J. A. Shaw  
Prothonotary

COPY

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-CP

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

1-24-02 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

W. J. A. Shaw  
Deputy Prothonotary

89848.02

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:

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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:

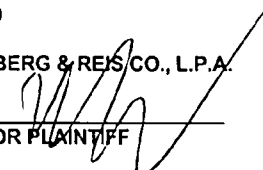
P.O. Box 187, 2 Hoover Town Road  
Penfield, PA 15849 (Edward)  
P.O. Box 382  
Hyde, PA 16843 (Lisa)

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:

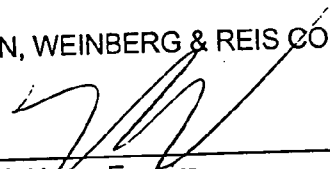
Principal	\$ 84,967.73
Interest thru 10/30/01	\$ 3,800.89
Late Charge thru 10/30/01	\$ 30.00
Execution Costs thru 10/30/01	\$ 0.00
Attorneys' Fees thru 10/30/01	\$ 1,000.00
Other Charges	\$ <u>50.00</u>
TOTAL	\$ 89,848.62

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. Hong, 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  
*[Signature]*

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 Pritchard

Mary Kay Pritchard

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_(SEAL)  
NAME

\_\_\_\_\_(SEAL)  
NAME

## 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 ~~XXXXXXX~~ 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 REL Box 185-C 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 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 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 Mortgagors do intend to permanently affix to said property

Melody Enders

Notarial Seal  
Melody J. Endress, Notary Public  
Logan Twp., Blair County  
My Commission Expires April 6, 2002  
Member Pennsylvania Association of Notaries

Melody Endres  
Title of Officer

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**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.

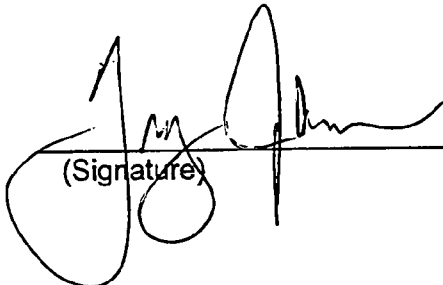
The above Notice is being given pursuant to the Fair Debt Collection Practices Act and is separate and distinct from the foregoing Complaint which must be responded to in conformity with the instructions therein. Because of the difference in time parameters, we will not move for Default Judgment for 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.

**VERIFICATION**

The undersigned does hereby verify subject to the penalties of 18 PA.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

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:

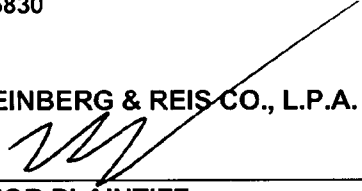
c/o Weltman, Weinberg & Reis Co., L.P.A.  
2718 Koppers Building  
436 Seventh Avenue  
Pittsburgh, PA 15219

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 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
(412) 434-7955

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

BY:   
ATTORNEYS FOR PLAINTIFF

WWR#02340500

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

**FILED** \*20 pd by  
Atty Hong  
MAR 25 2002  
11/2:12 p.m. [initials]  
William A. Shaw  
Prothonotary [initials]  
no cc  
statement to Atty Hong  
notice to def

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	\$ 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 7<sup>th</sup> 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 Praeceptum 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 7<sup>th</sup> 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.

Civil Action No. 2001-1892-CD

EDWARD A. ASSALONE and  
LISA D. ASSALONE,

Defendants.

**IMPORTANT NOTICE**

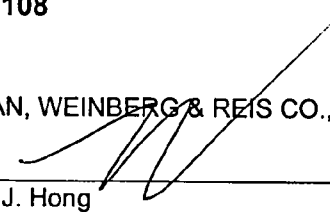
TO: Lisa D. Assalone  
10 Wood Ave.  
Clearfield, PA 16830

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.  
2718 Koppers Building  
436 7<sup>th</sup> 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. Shaffer  
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.

CCC 1

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 7<sup>th</sup> 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>
<b>TOTAL</b>	<b>\$ 95,869.96</b>


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

Costs (to be added by Prothonotary)

\$

Date: \_\_\_\_\_

4/5/02

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

**FILED**

MAY 02 2002

M 1955/ atty Hong pd 20.00

William A. Shaw  
Prothonotary

LeWright Sherry  
*[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  
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 \_\_\_\_\_ day  
of \_\_\_\_\_ A.D. \_\_\_\_\_  
At \_\_\_\_\_ A.M./P.M.

\_\_\_\_\_  
Sheriff

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

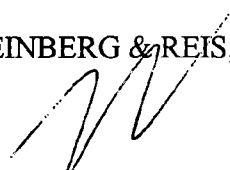
ALL that certain piece or parcel of land located in Pine Township, Clearfield County, Pennsylvania, bounded and described as follows:

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

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:

**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 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #02340500

**FILED**

JUL 11 2002

mjl:40/ncc

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.

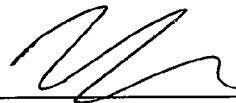
EDWARD A. ASSALONE and  
LISA D. ASSALONE,

Defendants

**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 27th day of July, 2002.

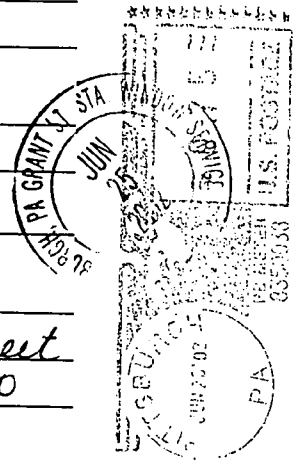
  
Notary Public

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: <b>Weitman, Weinberg &amp; Reis Co., L.P.A.</b> <b>2718 Koppers Bldg.</b> <b>436 7<sup>th</sup> Avenue</b> <b>Pittsburgh, PA 15219</b> <b>(412) 434-7955</b>	
One piece of ordinary mail addressed to: <i>Domestic Relations</i> <i>230 East Market Street</i> <i>Clearfield, PA 16830</i>	

PS Form 3817, January 2001

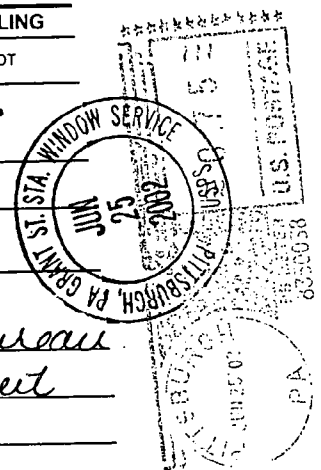
*Assalone*



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

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: <b>Weitman, Weinberg &amp; Reis Co., L.P.A.</b> <b>2718 Koppers Bldg.</b> <b>436 7<sup>th</sup> Avenue</b> <b>Pittsburgh, PA 15219</b> <b>(412) 434-7955</b>	
One piece of ordinary mail addressed to: <i>Tax Claim Bureau</i> <i>230 E. Market Street</i> <i>Clearfield, PA 16830</i>	

PS Form 3817, January 2001

*Assalone*

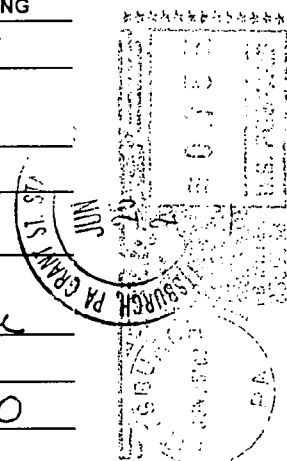


EXHIBIT *A*

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 7<sup>th</sup> Avenue  
Pittsburgh, PA 15219  
WWR #02340500

FILED

JUL 11 2002  
M11:40/noce  
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.

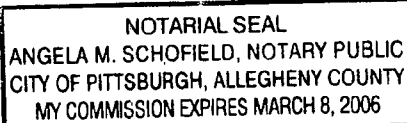
2. On or about May 30, 2002, Plaintiff received the signed certified mail receipt indicating that a copy of the Notice had been served on the Defendant. A true and correct copy of said signed certified mail receipt is marked Exhibit "A".



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.

  
Notary Public



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature: <i>Ashley Pedraza</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name): <i>Ashley Pedraza</i> C. Date of Delivery: <i>5-23-02</i></p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p><i>Edward A. Assalone</i> <i>P.O. Box 187, Melody Lane</i> <i>Perfield, PA 15849</i></p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Transfer from service label) <b>7001 1940 0001 9771 7211</b></p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

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	
Postage \$	<div>5/28/02</div> <div>Postmark Here</div>
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
<p>Sent To: <i>Edward A. Assalone</i></p> <p>Street, Apt. No., or PO Box No.: <i>P.O. Box 187, Melody Lane</i></p> <p>City, State, ZIP+4: <i>Perfield, PA 15849</i></p>	
<p>PS Form 3800, January 2001-4 See Reverse for Instructions</p>	

7001 1940 0001 9771 7211

EXHIBIT *A*

**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**  
013:31-21  
NOV 18 2002  
No CC  
a  
William A. Shaw  
Prothonetary

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**

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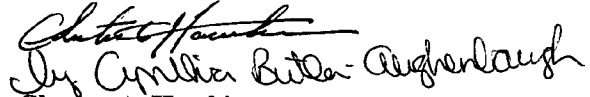
Sworn to Before Me This

18<sup>th</sup> Day Of Nov. 2002



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

So Answers,



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 3:29 A.M./P.M.  
Walter A. Hankins  
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

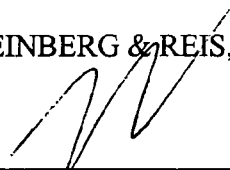
ALL that certain piece or parcel of land located in Pine Township, Clearfield County, Pennsylvania, bounded and described as follows:

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

JW, AUGUST 2, 202, 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%	
<b>TOTAL DEED COSTS</b>	<b>29.00</b>

## **DEBIT & INTEREST:**

DEBT-AMOUNT DUE	91,678.30
INTEREST	3,963.12
TO BE ADDED	

**TOTAL DEBT & INTEREST 95,641.42**

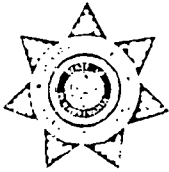
## **COSTS:**

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

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's 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,

Chester A. Hawkins  
Sheriff

CAH/ca

Enclosure

Received & Certified  
Nick in  
at 2:12  
2:30 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

2. 7001 1940 0001 9405 9369

PS Form 3811, July 1999

Domestic Return Receipt

102595-99-M-1789

# COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

ASHLEY RETARDER

B. Date of Delivery

6-21-87

C. Signature

ASHLEY RETARDER

☐ Agent

☐ Addressee

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

If YES, enter delivery address below:

P.O. Box 187  
PENFIELD PA 15849

## 3. Service Type

☒ Certified Mail

☐ Registered

☐ Insured Mail

☐ Express Mail

☐ Return Receipt for Merchandise

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

U.S. Postal Service

# CERTIFIED MAIL RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

05 10 1999

Postage

\$ 34

Certified Fee

Return Receipt Fee

(Endorsement Required)

Restricted Delivery Fee

(Endorsement Required)

Total Postage & Fees

\$ 3.94

Sent To

Edward Assalone

Street, Apt. No., or PO Box No.

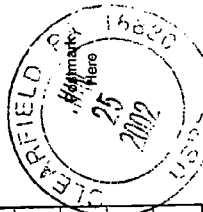
R.R. 1 Box 185-C

City, State, ZIP+4

Penfield 15849

See Reverse for Instructions

PS Form 3800, January 2001



6966 5046 1000 0461 1002