

01-1908-CD  
NATIONAL CITY BANK OF "vs" JAMES R. SOLADA et al  
PENNSYLVANIA et al

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

NATIONAL CITY BANK OF PENNSYLVANIA  
Successor in interest to KEYSTONE NATIONAL  
BANK

Plaintiff  
vs.  
No. 01-1908-cd  
COMPLAINT IN MORTGAGE FORECLOSURE

JAMES R. SOLADA AND  
RUTH I. SOLADA

Defendants  
FILED ON BEHALF OF  
Plaintiff  
COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON A. MCKECHNIE, ESQ.  
PA I.D. #36268  
Bernstein Law Firm, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8110

FILED  
NOV 21 2001

William A. Shaw  
Prothonotary

BERNSTEIN FILE NO. F00010810

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT  
PURPOSE

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

NATIONAL CITY BANK OF PENNSYLVANIA  
Successor in interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

No.

JAMES R. SOLADA AND  
RUTH I. SOLADA

Defendants

NOTICE AND COMPLAINT

NOTICE

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and Notice are served upon you, 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.

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

COMPLAINT

1. National City Bank of Pennsylvania, successor in interest to Keystone National Bank, is a corporation with offices at 3232 Newmark Drive, Miamisburg, Ohio and is hereinafter referred to as "Plaintiff".
2. Defendants are adult individuals who reside at RD #1, Box 56, Penfield, Clearfield County, Pennsylvania 15849 and POB 126, Penfield, Clearfield County, Pennsylvania 15849, respectively.
3. On or about August 8, 1990 Defendants executed and delivered to Plaintiff a Mortgage on certain real property owned by Defendants. Said Mortgage was recorded in the Office of the Clearfield County Recorder of Deeds in Mortgage Book Volume 1357, Page 125. A copy of said Mortgage is attached hereto, marked Exhibit "1" and made a part hereof.
4. Of even date with said Mortgage, Defendants executed and delivered to Plaintiff a Note, a copy of which is attached hereto, marked Exhibit "2" and made a part hereof.
5. By the terms and conditions of the aforementioned Mortgage and Note, Defendants agreed to repay certain sums to Plaintiff and, in so doing, to make certain monthly payments to Plaintiff as is more specifically shown by said Mortgage and Note.

6. Plaintiff avers that Defendants are in default of the terms and conditions of the aforementioned Mortgage and Note by having not made payments as agreed, thereby rendering the entire balance immediately due and payable.

7. On or about September 18, 2001, Notice of Homeowner's Emergency Act of 1983 were sent to Defendants in accordance with Act 91 of 1983(P.L.385, No. 91), as amended, and in accordance with Act 6 of 1974 (P.L. 11, No. 6), as amended, and pursuant to 12 PA.Code Chapter 31, Subchapter B, Section 31.201 et seq., as amended, and that an action on said Mortgage may be commenced after 33 days from the postmark date of said Notice. Said Notice Further advised Defendants of Defendant's rights and obligations in accordance with said Acts. Copies of said notices are attached hereto, collectively marked Exhibit "3", and made a part hereof.

8. Plaintiff avers that the outstanding principal balance due is \$15,193.08.

9. Plaintiff is entitled to interest at the rate of 10 percent per annum. Interest due from April 1, 2001 through and including November 30, 2001 amounts to \$1,025.46.

10. Pursuant to the terms and conditions of the aforementioned mortgage, Plaintiff, at its discretion, may do or pay whatever is necessary to protect the value of the property and Plaintiff's rights in the property. This sum is currently \$359.09.

11. Plaintiff is entitled to late charges of 5% of the monthly payment of principal and interest per month for a total of \$58.31 as of November 30, 2001.

12. By the terms of the aforementioned mortgage, Defendants have agreed to pay Plaintiff's reasonable attorneys' fees, which currently are \$850.00 and which will increase at the rate of \$110.00 per hour depending on the extent of litigation required.

13. Although repeatedly requested to do so by Plaintiff, Defendants willfully failed and refused to pay the aforesaid balance, interest, escrow advances, late charges, attorney fees or any part thereof to Plaintiff.

WHEREFORE, Plaintiff demands judgment in mortgage foreclosure against Defendants, jointly and severally, in the amount of \$17,485.94 with continuing interest and late charges at the contract rate plus costs.

BERNSTEIN LAW FIRM, P.C.

By:   
Lori A. Gibson, Esquire  
Attorneys for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100

BERNSTEIN FILE NO. F00010810

Recorded

Vol.

## Mortgage

From	JAMES R. SOLADA, ET
To	KEYSTONE NATIONAL BANK
Amount \$	21,600.00
Premises	Buston Township, CL
County, Pennsylvania	

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 8, 1990. The mortgagor is JAMES R. SOLADA and MUTH J. SOLADA, husband and wife, of Buston Township, Clearfield County, PA. ("Borrower"). This Security Instrument is given to KEYSTONE NATIONAL BANK, which is organized and existing under the laws of the Commonwealth of Pennsylvania, and whose address is 200 East Mahoning Street, Punxsutawney, Pennsylvania 15767 ("Lender"). Borrower owes Lender the principal sum of Twenty-one thousand and six hundred and 00/100 Dollars (U.S. \$21,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on August 1, 2010. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Clearfield, County, Pennsylvania.

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

BEING a piece or parcel of land, situate, in the Village of Winterburn, Buston Township, Clearfield County, Pennsylvania, and having a frontage of 120 feet more or less and a depth of 250 feet more or less and having lots No. 21 and 22 in the Craig and Blanchard Addition to the Village of Winterburn and having erected thereon a frame dwelling.

BEING shown on Clearfield County Assessment Map as Item 603-000-27 and assessed as house and garage, and .500 acres.

BEING the same premises which became vested in the Mortgagors herein by deed of Arlene Buckabee, et al, dated August 8, 1990, and not yet recorded but intended to be prior to the recording of this mortgage.

which has the address of R.D. # 1, Box 56, Clearfield, Pennsylvania, 15849 ("Property Address"); (Zip Code)

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

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

EXHIBIT

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays therefor interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums accrued by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

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

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

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

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and unextinguished hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

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

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

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include requiring Borrower to:

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

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

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

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

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

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

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

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

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

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

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

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

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

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. These conditions are as follows:

breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 19 and 27 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to repossess after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

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

Adjustable Rate Rider

Condominium Rider

2-4 Family Rider

Graduated Payment Rider

Planned Unit Development Rider

Other(s) (specify)

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

Witnessed:

Susan M. Hartzfeld

Susan M. Hartzfeld

James R. Solada (Seal)  
JAMES R. SOLADA

Ruth I. Solada (Seal)  
RUTH I. SOLADA

COMMONWEALTH OF PENNSYLVANIA, CLEARFIELD County:

On this, the 8<sup>th</sup> day of August, 1990, before me, A. Roscay, P.M., the undersigned officer, personally appeared JAMES R. SOLADA, etc., RUTH I. SOLADA, husband and wife, known to me (or satisfactorily proven) to be the person(s), whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purpose herein contained.

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

My Commission expires:

NOTARIAL SEAL  
SUSAN M. HARTZFELD, NOTARY PUBLIC  
City of Dubois, Clearfield County  
My Commission Expires August 16, 1993

NOTARY PUBLIC

Title of Officer

I certify that the precise place of business of the within named Mortgagor is 200 East Mahoning Street  
Fawnchuckney, Pennsylvania 15767

Deposited in the Office for Recording of Deeds in and for CLEARFIELD COUNTY  
In Mortgage Book Record No. 132-7 Page 1 Recd. by Christophe J. Lutz  
Date 8-5-90 Recorder Christophe J. Lutz

CLEARFIELD COUNTY  
ENTERED OF RECORD 8-5-90  
TIME 1:15 P.M.  
BY Christophe J. Lutz  
FEE \$3.50

My Commission Expires  
First Monday in January, 1992

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

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorneys' fees and costs of title evidence to the extent permitted by applicable law.
20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.
22. Relastatement Period. Borrower's time to reinstate provided in paragraph 18 shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Security Instrument.
23. Purchase Money Mortgage. If any of the debt secured by this Security Instrument is lent to Borrower to acquire title to the Property, this Security Instrument shall be a purchase money mortgage.
24. Interest Rate After Judgment. Borrower agrees that the interest rate payable after a judgment is entered on the Note or in an action of mortgage foreclosure shall be the rate payable from time to time under the Note.

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

- Adjustable Rate Rider       Condominium Rider       1-4 Family Rider  
 Graduated Payment Rider       Planned Unit Development Rider  
 Other(s) [specify]

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

Witnesses:

Susan M. HartzfeldSusan M. HartzfeldJames R. SoladaRuth I. Solada(Seal)  
Borrower(Seal)  
BorrowerCOMMONWEALTH OF PENNSYLVANIA, Clearfield County:

On this, the 8th day of August, 1990, before me, A. Rosary, Public, the undersigned officer, personally appeared JAMES R. SOLADA, KRA, RUTH I. SOLADA, husband and wife, known to me (or satisfactorily proven) to be the person to, whose name is to, subscribed to the within instrument and acknowledged that they executed the same for the purpose herein contained.

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

My Commission expires:

NOTARIAL SEAL  
 SUSAN M. HARTZFELD, NOTARY PUBLIC  
 City of Dubois, Clearfield County  
 My Commission Expires August 16, 1993

NOTARY PUBLIC

Title of Officer

I certify that the place of business of the within named Mortgagor is 200 West Mahoning Street  
Frankfort, Pennsylvania 15767

Susan M. Hartzfeld

Resigned in the Office for Recording of Deeds in and for Clearfield County  
 In Mortgage Book 1357 No. 1357 Page 13 ac.  
 Date 8-8-90 Recorder Michael R. Lytle

CLEARFIELD COUNTY  
 ENTERED OF RECORD 8-8-90  
 TIME 3:15 PM  
 BY Michael R. Lytle  
 FILED 8-8-90

My Commission Expires  
 First Monday in January, 1992

PORT 8442904 *Solade*  
NOTE 4-4939

August 1, 1990 Du Bois, Pennsylvania  
[City] [State]  
R D # 1, Box 56, Penfield, Huston Township, Clearfield County, Pennsylvania  
[Property Address]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$....21,600.00..... (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is .....KEYSTONE NATIONAL BANK..... of .....200 East Mahoning Street, Punxsutawney, Pennsylvania..... I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of .....10.00.....%.

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

**3. PAYMENTS**

(A) Time and Place of Payments

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

RJS 1/15  
October

I will make my monthly payments on the ....1st.... day of each month beginning on .....1,....., 19....90.. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September .....1,....., 2010, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at .....any Keystone National Bank.....

..... or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$....208.44.....

**4. BORROWER'S RIGHT TO PREPAY**

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

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

**5. LOAN CHARGES**

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

**6. BORROWER'S FAILURE TO PAY AS REQUIRED**

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of .....15..... calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be .....4.....% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

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

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

**7. GIVING OF NOTICES**

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

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

EXHIBIT 2

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

19. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). Lender shall notify Borrower of, among other things: (a) the default; (b) the action required to cure the default; (c) when the default must be cured; and (d) that failure to cure the default as specified may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. Lender shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured as specified, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, attorney's fees and costs of title evidence to the extent permitted by applicable law.

20. **Lender in Possession.** Upon acceleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

21. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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

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

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

- Adjustable Rate Rider       Condominium Rider       2-4 Family Rider
- Graduated Payment Rider       Planned Unit Development Rider
- Other(s) [specify]

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

Witnesses:

*Susan M. Hartzfeld* ..... *James R. Solada* ..... (Seal)  
SUSAN M. HARTZFIELD ..... JAMES R. SOLADA .....  
RUTH I. SOLADA ..... (Seal) ..... Borrower

COMMONWEALTH OF PENNSYLVANIA, ..... County ss:

On this, the 8 th day of August, 1990, before me, a Notary Public,

RUTH I. SOLADA, husband and wife, personally appeared JAMES R. SOLADA and  
proven to be the person s..... a.k.a..... whose name s..... a.k.a..... subscribed to the within instrument and acknowledged that  
they..... executed the same for the purposes herein contained.

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

My Commission expires:

NOTARIAL SEAL

SUSAN M. HARTZFIELD, NOTARY PUBLIC  
City of Dubois, Clearfield County

My Commission Expires August 16, 1993  
I certify that the precise place of business of the within named Notary Public is: 700 Main Street

# National City<sup>®</sup>

## Mortgage

September 18, 2001

**National City Mortgage Co.**  
3232 Newmark Drive • Miamisburg, Ohio 45342  
Telephone (937) 910-1200

**Mailing Address:**  
P.O. Box 1820  
Dayton, Ohio 45401-1820

SOLADA RUTH I  
POB 126  
PENFIELD, PA 15849

Loan No. 844290-4  
Current Servicer: National City Mortgage

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

**NATURE OF THE DEFAULT**-- The MORTGAGE debt held by the above lender on your property located at:

Rd # 1 Box 56  
Penfield PA 15849

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)  
05/01/2001 - 09/01/2001  
and the following amount(s) are now past due:

Monthly Payments	1,547.60
Late Charges	25.02
Other Fees	33.60
Less Suspense Balance	.00-
Total Due	1,606.22

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

**HOW TO CURE THE DEFAULT** - You may cure the default within thirty (30) days  
**HOW TO CURE THE DEFAULT**

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,606.22, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

**Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

National City Mortgage  
Attn: Collection Cashier  
3232 Newmark Dr.  
Miamisburg, OH 45342

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

**EXHIBIT 3**

# ACT 91 NOTICE TAKE ACTION TO SAVE YOUR HOME FROM FORECLOSURE

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

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

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

The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE  
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE  
MORTGAGE PAYMENTS.

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

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

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.) **IF YOU DO NOT CURE THE DEFAULT (see page 1)** – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgage property.

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. **Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.**

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be **approximately FOUR(4) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**APPENDIX C**  
**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**CONSUMER CREDIT COUNSELING AGENCIES**

(Rev. 6/99)

<b>ADAMS COUNTY</b> American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
<b>CCCS of Western PA</b> 2000 Lingestown Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	<b>BUCKS COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
<b>Financial Counseling Services of Franklin</b> 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	<b>BEAVER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	<b>Northwest Counseling Service</b> 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
<b>Adams County Housing Authority</b> 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	<b>BLAIR COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	<b>Bucks County Housing Group, Inc.</b> 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
<b>ALLEGHENY COUNTY</b> Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	<b>CCCS of Delaware Valley</b> 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
<b>Credit Counselors of PA</b> 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	<b>HACE</b> 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
<b>Action Housing, Inc.</b> 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412)281-2102 or 1 (800) 792-2801 FAX (412)-391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	<b>CCCS of Delaware Valley</b> Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5665
<b>Community Action Southwest</b> 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	<b>Community Devel. Corp of Frankford</b> 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
<b>CCCS of Western Pennsylvania, Inc.</b> 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	<b>BEDFORD COUNTY</b> Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	<b>CCCS of Lehigh Valley</b> 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
<b>Housing Opportunities</b> 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	<b>American Credit Counseling Institute</b> 845 Coates St. Coatesville PA 19320 (888) 212-6741
<b>Urban League Of Pittsburgh</b> Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	<b>144 E Dekalb Pike</b> King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
<b>Mon-Valley Unemployed Committee</b> 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	The Trehab Center of Northeastern PA 10 Public Avenue Monroe, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	<b>755 York Rd, Suite 103</b> Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
<b>ARMSTRONG COUNTY</b> CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	<b>BUTLER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
<b>BERKS COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	German Street, P.O. Box 389 Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 836-6840 FAX (570) 836-6332	<b>CCCS of Western PA</b> YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812

Financial Counseling Services of  
Franklin  
31 West 3rd Street  
Waynesboro, PA 17268  
(717) 762-3285

Urban League of Metropolitan  
Harrisburg  
N. 6th Street  
Harrisburg, PA 17101  
(717) 234-5925  
FAX (717) 234-9459

YWCA of Carlisle  
301 G Street  
Carlisle, PA 17013  
(717) 243-3818  
FAX (717) 731-9589

Community Action Comm of the  
Capital Region  
1514 Derry Street  
Harrisburg, PA 17104  
(717) 232-9757  
FAX (717) 234-2227

Adams County Housing Authority  
139-143 Carlisle St.  
Gettysburg, PA 17325  
(717) 334-1518  
FAX (717) 334-8326

**DAUPHIN COUNTY**  
CCCS of Western Pennsylvania, Inc.  
2000 Linglestown Road  
Harrisburg, PA 17102  
(717) 541-1757  
FAX (717) 541-4670

Urban League of Metropolitan  
Harrisburg  
2107 N. 6th Street  
Harrisburg, PA 17101  
(717) 234-5925  
FAX (717) 234-9459

Community Action Commission  
of the Capital Region  
1514 Derry Street  
Harrisburg, PA 17104  
(717) 232-9757  
FAX (717) 234-2227

**DELAWARE COUNTY**  
Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
(215) 765-1221  
FAX (215) 765-1427

Northwest Counseling Service  
5001 North Broad Street  
Philadelphia, PA 19141  
(215) 324-7500  
FAX (215) 324-8753

CCCS of Delaware Valley  
1515 Market Street-Suite 1325  
Philadelphia, PA 19107  
(215) 563-5665  
FAX (215) 864-2666

HACE  
167 W. Allegheny Ave., 2nd Floor  
Philadelphia, PA 19140  
(215) 426-8025  
FAX (215) 426-9122

Media Fellowship House  
302 S. Jackson Street  
Media, PA 19063  
(610) 565-0846  
FAX (610) 565-8567

Community Housing Counselor, Inc.  
P.O. Box 244  
Kennett Square PA 19348  
(610) 444-3682  
FAX (610) 444-8243

Philadelphia Council For Community  
Adv  
100 North 17th Street  
Suite 600  
Philadelphia, PA 19103  
(215) 567-7803  
FAX (215) 963-9941

Community Devel Corp of Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
(215) 744-2990  
FAX (215) 744-2012

American Red Cross of Chester  
1729 Edgmont Avenue  
Chester, PA 19013  
(610) 874-1484

CCCS of Delaware Valley  
280 North Providence Road  
Media, PA 19063  
(215) 563-5665

ACCI  
175 Strafford Ave, Suite 1  
Wayne PA 19087  
(610) 971-2210  
FAX (610) 687-7860

ACCI  
144 E. Dekalb Pike  
King of Prussia, PA 19406  
(610) 971-2210

**ELK COUNTY**  
John F. Kennedy Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
FAX (814) 898-1243

Northern Tier Community Action Corp  
P.O. Box 389  
135 West 4th Street  
Emporium, PA 15834  
(814) 486-1161  
FAX (814) 486-0825

**ERIE COUNTY**  
Booker T. Washington Center  
1720 Holland Street  
Erie, PA 16503  
(814) 453-5744  
FAX (814) 453-5749

Greater Erie Community Action  
Committee  
18 West 9th Street  
Erie, PA 16501  
(814) 459-4581  
FAX (814) 456-0161

John F. Kennedy Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
FAX (814) 898-1243

**FAYETTE COUNTY**  
Action Housing, Inc.  
425 6th Avenue, Suite 950  
Pittsburgh, PA 15219  
(412) 391-1956 or (412) 281-2102  
FAX (412) 391-4512

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
(724) 852-2893

CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(724) 838-1290

Fayette Co. Community Action  
Agency, Inc.  
137 North Beeson Avenue  
Uniontown, PA 15401  
(724) 437-6050 OR 1-800-427-INFO

FAX (412) 437-4418  
Tableland Services Inc.  
131 North Center Avenue  
Somerset, PA 15501  
(814) 445-9628  
FAX (814) 443-3690

CCCS Of Western PA  
199 Edison Street  
Uniontown PA 15401  
(724) 439-8939

Mon-Valley Unemployed Committee  
120 E. 9th Avenue  
Homestead, PA 15120  
(412) 462-9962

**FOREST COUNTY**  
Warren-Forrest Counties Economic  
Opportunity Council  
204 Liberty Street  
Post Office Box 547  
Warren, PA 16365  
(814) 726-2400  
FAX (814) 723-0510

**FRANKLIN COUNTY**  
Financial Services Unlimited  
31 West 3rd Street  
Waynesboro, PA 17268  
(717) 762-3285

YWCA of Carlisle  
301 G Street  
Carlisle, PA 17013  
(717) 243-3818  
FAX (717) 243-3948

CCCS of Western Pennsylvania, Inc.  
912 South George Street  
York, PA 17403  
(717) 846-4176

American Red Cross—Hanover  
Chapter  
529 Carlisle Street  
Hanover, PA 17331  
(717) 637-3768  
FAX (717) 637-3294

Community Action Commission of  
Capial Region  
1514 Derry Street  
Harrisburg, PA 17104  
(717) 232-9757  
FAX (717) 234-2227

Urban League of Metropolitan Hbg  
2107 N. 6th Street  
Harrisburg, PA 17101  
(717) 234-5925  
FAX (717) 234-9459

CCCS of Western PA  
2000 Linglestown Road  
Harrisburg, PA 17102  
(717) 541-1757  
FAX (717) 541-4670

Adams County Housing Authority  
139-143 Carlisle St.  
Gettysburg, PA 17325  
(717) 334-1518  
FAX (717) 334-8326

**FULTON COUNTY**  
Bedford-Fulton Housing Services  
R.D.#1, Box 384  
Everett, PA 15537  
(814) 623-9129  
FAX (814) 623-7187

Financial Counseling Services of  
Franklin  
31 West 3rd Street  
Waynesboro, PA 17268  
(717) 762-3285

CCCS of Western Pennsylvania, Inc.  
912 South George Street  
York, PA 17403  
(717) 846-4176

Weatherization Office  
917 Mifflin Street  
Huntingdon, PA 16652  
(814) 643-2343

**GREENE COUNTY**  
Action Housing, Inc.  
425 6th Avenue, Suite 950  
Pittsburgh, PA 15219  
(412) 391-1956 or (412) 281-2102  
FAX (412) 391-4512

Mon-Valley Unemployed Committee  
120 E. 9th Avenue  
Homestead, PA 15120  
(412) 462-9962  
FAX (412) 462-9964

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
(724) 852-2893  
FAX (412) 627-7713

CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(724) 838-1290

**HUNTINGDON COUNTY**  
Bedford-Fulton Housing Services  
RD 1, Box 384  
Everett, PA 15537  
(814) 623-9129  
FAX (814) 623-7187

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

Weatherization Office  
917 Mifflin Street  
Huntingdon, PA 16652  
(814) 643-2343

**INDIANA COUNTY**  
CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(724) 838-1290

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

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

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335

**JEFFERSON COUNTY**  
John F. Kennedy Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
FAX (814) 898-1243

CCCS of Western Pennsylvania, Inc.  
YMCA Building  
339 North Washington Street  
Butler, PA 16001  
(724) 282-7812

Indiana County Community Action  
Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

• Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	<b>PIKE COUNTY</b> CCCS of Northeastern Pennsylvania 31 W. Market Street, POB 1127 Wilkes-Barre, PA 18702 (570) 821-0837 OR 1-800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	1400 Abington Executive Park, Suite 1 Clarks Summit PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135	Tableland Services Inc. 535 East Main Street Sorerset, PA 15501 (814) 445-9628 - 1-800-452-0148 FAX (814) 443-3690	<b>TIOGA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Community Action Commission of The Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	<b>SULLIVAN COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
<b>PHILADELPHIA COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>POTTER COUNTY</b> Northern Tier Community Action Corp. 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799
Northwest Counseling Service 5001 N Broad Street Philadelphia PA 19141 (215) 324-7500 FAX (215) 324-8753	<b>SCHUYLKILL COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144
CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	Econ Opport Cabinet of Schuylkill Co 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 FAX (570) 622-0429	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783
CCCS of Delaware Valley One Cherry Hill, Suite 215 Cherry Hill NJ 08002 (215) 563-5665	Commission on Econ Opportunity of Luz Co. 163 Amber Lane Wilkes-Barre PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665 - CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631 - CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
HACE 167 W. Allegheny, 2nd Fl Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332
Housing Association of Delaware Valley 1500 Walnut Street, Suite 601 Philadelphia, PA 19102 (215) 545-6010 FAX (215) 790-9132	CCCS of Lehigh Valley P.O. Box A Whitehall PA 18052 (610) 821-4011 FAX (610) 821-8932	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
Media Fellowship House 302 S. Jackson Street Media PA 19063 (610) 565-0846 FAX (651) 565-8567	<b>SNYDER COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	<b>SUSQUEHANNA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	<b>UNION COUNTY</b> Lycoming-Clinton Co Comm For Comm Action (STEP) 2138 Lincoln Street, P.O. Box 1328 Williamsport, PA 17703 (570) 326-0587 FAX (717) 322-2197
Housing Association of Delaware Valley 658 North Walts Street Philadelphia, PA 19123 (215) 978-0224 FAX (215) 765-7614	Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg PA 17101 17101 (717) 541-1757 FAX (717) 234-9459	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 (814) 944-8100
PCCA 100 North 17TH Street, Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	Community Action Comm of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Comm Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia PA 19124 (215) 744-2990 FAX (215) 744-2012	<b>SOMERSET COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
American Credit Counseling Institute 845 Coates St Coatesville PA 19320 (888) 212-6741	Bedford-Fulton Housing Services 1954 Mary Grace Lane Johnstown, PA 15901 FAX (814) 539-1688	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 610-971-2210	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	<b>VENANGO COUNTY</b> Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
755 York Rd, Suite 103 Warminster PA 18974			John F. Kennedy Center, Inc 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243

# National City<sup>®</sup>

## Mortgage

September 18, 2001

**National City Mortgage Co.**  
3232 Newmark Drive • Miamisburg, Ohio 45342  
Telephone (937) 910-1200

**Mailing Address:**  
P.O. Box 1820  
Dayton, Ohio 45401-1820

Ruth I Solada  
Rd # 1 Box 56  
Penfield PA 15849

Loan No. 844290-4

Current Servicer: National City Mortgage

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

**NATURE OF THE DEFAULT**-- The MORTGAGE debt held by the above lender on your property located at:

Rd # 1 Box 56  
Penfield PA 15849

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)  
05/01/2001 - 09/01/2001

and the following amount(s) are now past due:

Monthly Payments	1,547.60
Late Charges	25.02
Other Fees	33.60
Less Suspense Balance	.00-
Total Due	1,606.22

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

**HOW TO CURE THE DEFAULT** - You may cure the default within thirty (30) days  
**HOW TO CURE THE DEFAULT**

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,606.22, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

**Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

National City Mortgage  
Attn: Collection Cashier  
3232 Newmark Dr.  
Miamisburg, OH 45342

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

# ACT 91 NOTICE

## TAKE ACTION TO SAVE

## YOUR HOME FROM

## FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.  
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.  
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE  
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE  
MORTGAGE PAYMENTS.

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

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

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.) **IF YOU DO NOT CURE THE DEFAULT** (see page 1) – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgage property.

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately FOUR(4) months from the date of this Notice. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**APPENDIX C**  
**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**CONSUMER CREDIT COUNSELING AGENCIES**

(Rev. 6/99)

<b>ADAMS COUNTY</b> American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
CCCS of Western PA 2000 Linglestown Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	<b>BUCKS COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	<b>BEAVER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Adams County Housing Authority 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	BLAIR COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
<b>ALLEGHENY COUNTY</b> Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or 1 (800) 792-2801 FAX (412) 391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	CCCS of Delaware Valley Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5665
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	BRADFORD COUNTY CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	Community Devel. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	<b>BEDFORD COUNTY</b> Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-6741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	The Trehab Center of Northeastern PA 10 Public Avenue Monrose, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	755 York Rd, Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
<b>ARMSTRONG COUNTY</b> CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	<b>BUTLER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
<b>BERKS COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	German Street, P.O. Box 389 Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 836-6840 FAX (570) 836-6332	CCCS of Western PA YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812

Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	Philadelphia Council For Community Adv 100 North 17th Street Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	FAX (412) 437-4418 Tableland Services Inc. 131 North Center Avenue Somerset, PA 15501 (814) 445-9628 FAX (814) 443-3690	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
Urban League of Metropolitan Harrisburg N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Community Devel Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012	CCCS Of Western PA 199 Edison Street Uniontown PA 15401 (724) 439-8939	<b>GREENE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 731-9589	American Red Cross of Chester 1729 Edgmont Avenue Chester, PA 19013 (610) 874-1484	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 FAX (412) 462-9964
Community Action Comm of the Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	CCCS of Delaware Valley 280 North Providence Road Media, PA 19063 (215) 563-5665	Warren-Forrest Counties Economic Opportunity Council 204 Liberty Street Post Office Box 547 Warren, PA 16365 (814) 726-2400 FAX (814) 723-0510	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893 FAX (412) 627-7713
Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	ACCI 175 Strafford Ave, Suite 1 Wayne PA 19087 (610) 971-2210 FAX (610) 687-7860	<b>FRANKLIN COUNTY</b> Financial Services Unlimited 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
<b>DAUPHIN COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	ACCI 144 E. Dekalb Pike King of Prussia, PA 19406 (610) 971-2210	YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	<b>HUNTINGDON COUNTY</b> Bedford-Fulton Housing Services RD 1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187
Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	<b>ELK COUNTY</b> John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona, PA 16602 (814) 944-8100 FAX (814) 944-5747
Community Action Commission of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	Northern Tier Community Action Corp P.O. Box 389 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	American Red Cross—Hanover Chapter 529 Carlisle Street Hanover, PA 17331 (717) 637-3768 FAX (717) 637-3294	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343
<b>DELAWARE COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>ERIE COUNTY</b> Booker T. Washington Center 1720 Holland Street Erie, PA 16503 (814) 453-5744 FAX (814) 453-5749	Community Action Commission of Capital Region 1514 Derry Street Harrisburg, PA 17104 (717) 232-9757 FAX (717) 234-2227	<b>INDIANA COUNTY</b> CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290
Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753	Greater Erie Community Action Committee 18 West 9th Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161	Urban League of Metropolitan Hbg 2107 N. 6th Street Harrisburg, PA 17101 (717) 234-5925 FAX (717) 234-9459	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118
CCCS of Delaware Valley 1515 Market Street-Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243	CCCS of Western PA 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688
HACE 167 W. Allegheny Ave., 2nd Floor Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	<b>FAYETTE COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512	Adams County Housing Authority 139-143 Carlisle St. Gettysburg, PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western PA 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335
Media Fellowship House 302 S. Jackson Street Media, PA 19063 (610) 565-0846 FAX (610) 565-8567	Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	<b>FULTON COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	<b>JEFFERSON COUNTY</b> John F. Kennedy Center, Inc. 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
Community Housing Counselor, Inc. P.O. Box 244 Kennett Square PA 19348 (610) 444-3682 FAX (610) 444-8243	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601 (724) 838-1290	Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	CCCS of Western Pennsylvania, Inc. YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812
Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	Fayette Co. Community Action Agency, Inc. 137 North Beeson Avenue Uniontown, PA 15401 (724) 437-6050 OR 1-800-427-INFO	CCCS of Western Pennsylvania, Inc. 912 South George Street York, PA 17403 (717) 846-4176	Indiana County Community Action Program 827 Water Street, Box 187 Indiana, PA 15701 (724) 465-2657 FAX (412) 465-5118

Weatherization Office 917 Mifflin, Street Huntingdon, PA 16652 (814) 643-2343	<b>PIKE COUNTY</b> CCCS of Northeastern Pennsylvania 31 W. Market Street, POB 1127 Wilkes-Barre, PA 18702 (570) 821-0837 OR 1-800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	1400 Abington Executive Park, Suite 1 Clarks Summit PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135	Tableland Services Inc. 535 East Main Street Somerset, PA 15501 (814) 445-9628 - 1-800-452-0148 FAX (814) 443-3690	<b>TIOGA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Community Action Commission of The Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	<b>SULLIVAN COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
<b>PHILADELPHIA COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>POTTER COUNTY</b> Northern Tier Community Action Corp. 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799
Northwest Counseling Service 5001 N Broad Street Philadelphia PA 19141 (215) 324-7500 FAX (215) 324-8753	<b>SCHUYLKILL COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144
CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	Econ Opport Cabinet of Schuylkill Co 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 FAX (570) 622-0429	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783
CCCS of Delaware Valley One Cherry Hill, Suite 215 Cherry Hill NJ 08002 (215) 563-5665	Commission on Econ Opprtunity of Luz Co. 163 Amber Lane Wilkes-Barre PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665- CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631—CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
HACE 167 W. Allegheny, 2nd Fl Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
Housing Association of Delaware Valley 1500 Walnut Street, Suite 601 Philadelphia, PA 19102 (215) 545-6010 FAX (215) 790-9132	CCCS of Lehigh Valley P.O. Box A Whitehall PA 18052 (610) 821-4011 FAX (610) 821-8932	<b>SUSQUEHANNA COUNTY</b> CCCS of Northeastern Pennsylvania 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
Media Fellowship House 302 S. Jackson Street Media PA 19063 (610) 565-0846 FAX (651) 565-8567	<b>SNYDER COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	<b>UNION COUNTY</b> Lycoming-Clinton Co Comm For Comm Action (STEP) 2138 Lincoln Street, P.O. Box 1328 Williamsport, PA 17703 (570) 326-0587 FAX (717) 322-2197
Housing Association of Delaware Valley 658 North Watts Street Philadelphia, PA 19123 (215) 978-0224 FAX (215) 765-7614	Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg PA 17101 17101 (717) 541-1757 FAX (717) 234-9459	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 (814) 944-8100
PCCA 100 North 17TH Street, Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	Community Action Comm of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Comm Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia PA 19124 (215) 744-2990 FAX (215) 744-2012	<b>SOMERSET COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
American Credit Counseling Institute 845 Coates St Coatesville PA 19320 (888) 212-6741	Bedford-Fulton Housing Services 1954 Mary Grace Lane Johnstown, PA 15901 FAX (814) 539-1688	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
144 E Dekab Pike King of Prussia PA 19406 610-971-2210 610-971-2210	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg PA 15601	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	<b>VENANGO COUNTY</b> Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
755 York Rd, Suite 103 Womminster PA 18074			John F. Kennedy Center, Inc 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243

# National City Mortgage

September 18, 2001

**National City Mortgage Co.**  
3232 Newmark Drive • Miamisburg, Ohio 45342  
Telephone (937) 910-1200

**Mailing Address:**  
P.O. Box 1820  
Dayton, Ohio 45401-1820

James R Solada  
Rr 1 Box 56  
Penfield PA 15849

Loan No. 844290-4  
Current Servicer: National City Mortgage

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

**NATURE OF THE DEFAULT**-- The MORTGAGE debt held by the above lender on your property located at:

Rd # 1 Box 56  
Penfield PA 15849

IS SERIOUSLY IN DEFAULT because:

YOU HAVE NOT MADE MONTHLY MORTGAGE PAYMENTS for the following month(s)  
05/01/2001 - 09/01/2001  
and the following amount(s) are now past due:

Monthly Payments	1,547.60
Late Charges	25.02
Non-Sufficient Funds	.00
Other Fees	33.60
Less Suspense Balance	.00-
Total Due	1,606.22

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

**HOW TO CURE THE DEFAULT** - You may cure the default within thirty (30) days  
**HOW TO CURE THE DEFAULT**

of the date of this notice **BY PAYING THE TOTAL AMOUNT PAST DUE TO THE LENDER, WHICH IS \$ 1,606.22, PLUS ANY MORTGAGE PAYMENTS AND LATE CHARGES WHICH BECOME DUE DURING THE THIRTY (30) DAY PERIOD.**

**Payments must be made either by cash, cashier's check, certified check or money order made payable and sent to:**

National City Mortgage  
Attn: Collection Cashier  
3232 Newmark Dr.  
Miamisburg, OH 45342

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

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## EXHIBIT 3

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# ACT 91 NOTICE

# TAKE ACTION TO SAVE

# YOUR HOME FROM

# FORECLOSURE

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

The HOMEOWNER'S MORTGAGE ASSISTANCE PROGRAM (HEMAP) may be able to help save your home. This Notice explains how the program works.  
To see if HEMAP can help, you must MEET WITH A CONSUMER CREDIT COUNSELING AGENCY WITHIN 30 DAYS OF THE DATE OF THIS NOTICE. Take this Notice with you when you meet with the Counseling Agency.  
The name, address and phone number of Consumer Credit Counseling Agencies serving your County are included with this Notice. If you have any questions, you may call the Pennsylvania Housing Finance Agency toll free at 1-800-342-2397. (Persons with impaired hearing can call (717) 780-1869).

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

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

HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM  
YOU MAY BE ELIGIBLE FOR FINANCIAL ASSISTANCE WHICH CAN SAVE  
YOUR HOME FROM FORECLOSURE AND HELP YOU MAKE FUTURE  
MORTGAGE PAYMENTS.

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

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

(If you have filed bankruptcy, you can still apply for Emergency Mortgage Assistance.) **IF YOU DO NOT CURE THE DEFAULT** (see page 1) – If you do not cure the default within THIRTY (30) DAYS of the date of this Notice, the lender intends to exercise its rights to accelerate the mortgage debt. This means that the entire outstanding balance of this debt will be considered due immediately and you may lose the chance to pay the mortgage in monthly installments. If full payment of the total amount past due is not made within THIRTY (30) DAYS, the lender also intends to instruct its attorneys to start legal action to foreclose upon your mortgage property.

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

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

**RIGHT TO CURE THE DEFAULT PRIOR TO SHERIFF'S SALE** – If you have not cured the default within the THIRTY (30) DAY period and foreclosure proceedings have begun, you still have the right to cure the default and prevent the sale at any time up to one hour before the Sheriff's Sale. You may do so by paying the total amount then past due, plus any late or other charges then due, reasonable attorney's fees and costs connected with the foreclosure sale and any other costs connected with the Sheriff's Sale as specified in writing by the lender and by performing any other requirements under the mortgage. Curing your default in the manner set forth in this notice will restore your mortgage to the same position as if you had never defaulted.

**EARLIEST POSSIBLE SHERIFF'S SALE DATE** – It is estimated that the earliest date that such a Sheriff's Sale of the mortgaged property could be held would be approximately **FOUR(4) months from the date of this Notice**. A notice of the actual date of the Sheriff's Sale will be sent to you before the sale. Of course, the amount needed to cure the default will increase the longer you wait. You may find out at any time exactly what the required payment or action will be by contacting the lender.

**APPENDIX C**  
**PENNSYLVANIA HOUSING FINANCE AGENCY**  
**HOMEOWNER'S EMERGENCY MORTGAGE ASSISTANCE PROGRAM**  
**CONSUMER CREDIT COUNSELING AGENCIES**

(Rev. 6/99)

<b>ADAMS COUNTY</b> American Red Cross— Hanover Chapter 529 Carlisle Street Hanover, Pennsylvania 17331 (717) 637-3768 FAX (717) 637-3294	Indiana Co. Community Action Program 827 Water Street, Box 187 Indiana PA 15701 (724) 465-2657 FAX (724) 465-5118	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall PA 18052 (610) 821-4011 or 800-220-2733 (814) only FAX (610) 821-8932	33 Walnut Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783 931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
<b>CCCS of Western PA</b> 2000 Linglewood Road Harrisburg PA 17102 (717) 541-1757 FAX (717) 541-4670	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Economic Opportunity Cabinet of Schuylkill County 225 N. Centre Street Pottsville, PA 17901 (717) 622-1995 FAX (717) 622-0429	<b>BUCKS COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427
Financial Counseling Services of Franklin 31 West 3rd Street Waynesboro, PA 17268 (717) 762-3285	<b>BEAVER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 FAX (412) 391-4512	Community Housing Counselor, Inc. P.O. Box 244 Kennett Square, PA 19348 (610) 444-3682 FAX (610) 444-8243	Northwest Counseling Service 5001 North Broad Street Philadelphia, PA 19141 (215) 324-7500 FAX (215) 324-8753
Adams County Housing Authority 139-143 Carlisle St Gettysburg PA 17325 (717) 334-1518 FAX (717) 334-8326	CCCS of Western Pennsylvania, Inc. 971 Third Street Beaver, PA 15009 (724) 774-0798	BLAIR COUNTY Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	Bucks County Housing Group, Inc. 140 East Richardson Avenue Langhorne, PA 19047 (215) 750-4310 FAX (215) 750-4318
<b>ALLEGHENY COUNTY</b> Pennsylvania Housing Finance Agency (Marcia Hess) 2275 Swallow Hill road, Bldg 200 Pittsburgh, PA 15220 (412) 429-2842 FAX (412) 429-2835	Housing Opportunities of Beaver County, Inc. 650 Corporation St, Suite 207 Beaver, PA 15009 (724) 728-7511	Keystone Economic Development Corp 1954 Mary Grace Lane Johnstown PA 15901 (814) 535-6556 FAX (814) 539-1688	CCCS of Delaware Valley 1515 Market Street - Suite 1325 Philadelphia PA 19107 (215) 563-5665 FAX (215) 864-2666
Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	Mon Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962 (412) 462-9964	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	HACE 167 Allegheny Ave 2nd Fl. Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122
Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 or 1 (800) 792-2801 FAX (412) 391-4512	Housing Opportunities Inc. 133 Seventh Street P.O. Box 9 McKeesport PA 15134	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	CCCS of Delaware Valley Trevose Corporate Center 4606 Street Road Trevose PA 19047 (215) 563-5665
Community Action Southwest 22 West High Street Waynesburg, PA 15370 (724) 852-2893	Credit Counselors of PA 401 Wood Street, Suite 906 Pittsburgh, PA 15222 (412) 338-9954 or 1(800) 737-2933 FAX (412) 338-9963	BRADFORD COUNTY CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	Community Devel. Corp of Frankford 4620 Griscom Street Philadelphia, PA 19124 (215) 744-2990 FAX (215) 744-2012
CCCS of Western Pennsylvania, Inc. 309 Smithfield Street Pittsburgh, PA 15222 (412) 471-7584	<b>BEDFORD COUNTY</b> Bedford-Fulton Housing Services 10241 Lincoln Highway Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	31 W. Market St. Wilkes-Barre, PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Lehigh Valley 3671 Crescent Court East Whitehall, PA 18052 (610) 821-4011 OR 800-220-2733 FAX (610) 821-8932
Housing Opportunities 133 Seventh Street McKeesport PA 15132 (412) 664-1906 Fax (412) 664-0873	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 FAX (814) 944-5747	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	American Credit Counseling Institute 845 Coates St. Coatesville PA 19320 (888) 212-6741
Urban League Of Pittsburgh Bldg. For Equal Opportunity One Smithfield St. Pittsburgh PA 15222-2222 (412) 227-4802 FAX (412) 261-5207	Keystone Economic Development Corporation 1954 Mary Grace Lane Johnstown, PA 15901 (814) 535-6556 FAX (814) 539-1688	1631 S Atherton St, Suite 100 State College, PA 16801 (814) 238-3668 FAX (814) 2383669	144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 FAX (610) 265-4814
Mon-Valley Unemployed Committee 120 E. 9th Avenue Homestead, PA 15120 (412) 462-9962	Tableland Services, Inc. 535 East Main Street Somerset PA 15501 (814) 445-9628 or 1-800-452-0148 FAX (814) 443-3690	The Trehab Center of Northeastern PA 10 Public Avenue Monrose, PA 18801 (570) 278-3338 or 800-982-4045 FAX (570) 278-1889	755 York Rd, Suite 103 Warminster PA 18974 (215) 444-9429 FAX (215) 956-6344
<b>ARMSTRONG COUNTY</b> CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 or (814) 944-5747	Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	185 Elmira Street P.O. Box 218 Troy, PA 16947 (570) 297-2101	<b>BUTLER COUNTY</b> Action Housing, Inc. 425 6th Avenue, Suite 950 Pittsburgh, PA 15219 (412) 391-1956 or (412) 281-2102 FAX (412) 391-4512
<b>BERKS COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	German Street, P.O. Box 389 Dushore, PA 18614 (570) 928-9668 FAX (570) 928-8144	103 Warren Street, P.O. Box 709 Tunkhannock PA 18657 (570) 836-6840 FAX (570) 836-6332	CCCS of Western PA YMCA Building 339 North Washington Street Butler, PA 16001 (724) 282-7812

Financial Counseling Services of  
Franklin  
31 West 3rd Street  
Waynesboro, PA 17268  
(717) 762-3285

Urban League of Metropolitan  
Harrisburg  
N. 6th Street  
Harrisburg, PA 17101  
(717) 234-5925  
FAX (717) 234-9459

YWCA of Carlisle  
301 G Street  
Carlisle, PA 17013  
(717) 243-3818  
FAX (717) 731-9589

Community Action Comm of the  
Capital Region  
1514 Derry Street  
Harrisburg, PA 17104  
(717) 232-9757  
FAX (717) 234-2227

Adams County Housing Authority  
139-143 Carlisle St.  
Gettysburg, PA 17325  
(717) 334-1518  
FAX (717) 334-8326

**DAUPHIN COUNTY**  
CCCS of Western Pennsylvania, Inc.  
2000 Linglestown Road  
Harrisburg, PA 17102  
(717) 541-1757  
FAX (717) 541-4670

Urban League of Metropolitan  
Harrisburg  
2107 N. 6th Street  
Harrisburg, PA 17101  
(717) 234-5925  
FAX (717) 234-9459

Community Action Commission  
of the Capital Region  
1514 Derry Street  
Harrisburg PA 17104  
(717) 232-9757  
FAX (717) 234-2227

**DELAWARE COUNTY**  
Acorn Housing Corporation  
846 North Broad Street  
Philadelphia, PA 19130  
(215) 765-1221  
FAX (215) 765-1427

Northwest Counseling Service  
5001 North Broad Street  
Philadelphia, PA 19141  
(215) 324-7500  
FAX (215) 324-8753

CCCS of Delaware Valley  
1515 Market Street-Suite 1325  
Philadelphia, PA 19107  
(215) 563-5665  
FAX (215) 864-2666

HACE  
167 W. Allegheny Ave., 2nd Floor  
Philadelphia, PA 19140  
(215) 426-8025  
FAX (215) 426-9122

Media Fellowship House  
302 S. Jackson Street  
Media, PA 19063  
(610) 565-0846  
FAX (610) 565-8567

Community Housing Counselor, Inc.  
P.O. Box 244  
Kennett Square PA 19348  
(610) 444-3682  
FAX (610) 444-8243

Philadelphia Council For Community  
Adv  
100 North 17th Street  
Suite 600  
Philadelphia, PA 19103  
(215) 567-7803  
FAX (215) 963-9941

Community Devel Corp of Frankford  
Group Ministry  
4620 Griscom Street  
Philadelphia, PA 19124  
(215) 744-2990  
FAX (215) 744-2012

American Red Cross of Chester  
1729 Edgmont Avenue  
Chester, PA 19013  
(610) 874-1484

CCCS of Delaware Valley  
280 North Providence Road  
Media, PA 19063  
(215) 563-5665

ACCI  
175 Strafford Ave, Suite 1  
Wayne PA 19087  
(610) 971-2210  
FAX (610) 687-7860

ACCI  
144 E. Dekalb Pike  
King of Prussia, PA 19406  
(610) 971-2210

**ELK COUNTY**  
John F. Kennedy Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
FAX (814) 898-1243

Northern Tier Community Action Corp  
P.O. Box 389  
135 West 4th Street  
Emporium, PA 15834  
(814) 486-1161  
FAX (814) 486-0825

**ERIE COUNTY**  
Booker T. Washington Center  
1720 Holland Street  
Erie, PA 16503  
(814) 453-5744  
FAX (814) 453-5749

Greater Erie Community Action  
Committee  
18 West 9th Street  
Erie, PA 16501  
(814) 459-4581  
FAX (814) 456-0161

John F. Kennedy Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
FAX (814) 898-1243

**FAYETTE COUNTY**  
Action Housing, Inc.  
425 6th Avenue, Suite 950  
Pittsburgh, PA 15219  
(412) 391-1956 or (412) 281-2102  
FAX (412) 391-4512

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
(724) 852-2893

CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(724) 838-1290

Fayette Co. Community Action  
Agency, Inc.  
137 North Beeson Avenue  
Uniontown, PA 15401  
(724) 437-6050 OR 1-800-427-INFO

FAX (412) 437-4418  
Tableland Services Inc.  
131 North Center Avenue  
Somerset, PA 15501  
(814) 445-9628  
FAX (814) 443-3690

CCCS Of Western PA  
199 Edison Street  
Uniontown PA 15401  
(724) 439-8939

Mon-Valley Unemployed Committee  
120 E. 9th Avenue  
Homestead, PA 15120  
(412) 462-9962

**FOREST COUNTY**  
Warren-Forrest Counties Economic  
Opportunity Council  
204 Liberty Street  
Post Office Box 547  
Warren, PA 16365  
(814) 726-2400  
FAX (814) 723-0510

**FRANKLIN COUNTY**  
Financial Services Unlimited  
31 West 3rd Street  
Waynesboro, PA 17268  
(717) 762-3285

YWCA of Carlisle  
301 G Street  
Carlisle, PA 17013  
(717) 243-3818  
FAX (717) 243-3948

CCCS of Western Pennsylvania, Inc.  
912 South George Street  
York, PA 17403  
(717) 846-4176

American Red Cross—Hanover  
Chapter  
529 Carlisle Street  
Hanover, PA 17331  
(717) 637-3768  
FAX (717) 637-3294

Community Action Commission of  
Capital Region  
1514 Derry Street  
Harrisburg, PA 17104  
(717) 232-9757  
FAX (717) 234-2227

Urban League of Metropolitan Hbg  
2107 N. 6th Street  
Harrisburg, PA 17101  
(717) 234-5925  
FAX (717) 234-9459

CCCS of Western PA  
2000 Linglestown Road  
Harrisburg, PA 17102  
(717) 541-1757  
FAX (717) 541-4670

Adams County Housing Authority  
139-143 Carlisle St.  
Gettysburg, PA 17325  
(717) 334-1518  
FAX (717) 334-8326

**FULTON COUNTY**  
Bedford-Fulton Housing Services  
R.D.#1, Box 384  
Everett, PA 15537  
(814) 623-9129  
FAX (814) 623-7187

Financial Counseling Services of  
Franklin  
31 West 3rd Street  
Waynesboro, PA 17268  
(717) 762-3285

CCCS of Western Pennsylvania, Inc.  
912 South George Street  
York, PA 17403  
(717) 846-4176

Weatherization Office  
917 Mifflin Street  
Huntingdon, PA 16652  
(814) 643-2343

**GREENE COUNTY**  
Action Housing, Inc.  
425 6th Avenue, Suite 950  
Pittsburgh, PA 15219  
(412) 391-1956 or (412) 281-2102  
FAX (412) 391-4512

Mon-Valley Unemployed Committee  
120 E. 9th Avenue  
Homestead, PA 15120  
(412) 462-9962

Mon-Valley Unemployed Committee  
120 E. 9th Avenue  
Homestead, PA 15120  
(412) 462-9962

Community Action Southwest  
22 West High Street  
Waynesburg, PA 15370  
(724) 852-2893  
FAX (412) 627-7713

CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(724) 838-1290

**HUNTINGDON COUNTY**  
Bedford-Fulton Housing Services  
RD 1, Box 384  
Everett, PA 15537  
(814) 623-9129  
FAX (814) 623-7187

CCCS of Western Pennsylvania, Inc.  
217 E. Plank Road  
Altoona, PA 16602  
(814) 944-8100  
FAX (814) 944-5747

Weatherization Office  
917 Mifflin Street  
Huntingdon, PA 16652  
(814) 643-2343

**INDIANA COUNTY**  
CCCS of Western Pennsylvania, Inc.  
1 North Gate Square  
#2 Garden Center Drive  
Greensburg, PA 15601  
(724) 838-1290

Indiana Co. Community Action Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

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

CCCS of Western PA  
219-A College Park Plaza  
Johnstown PA 15904  
(814) 539-6335

**JEFFERSON COUNTY**  
John F. Kennedy Center, Inc.  
2021 East 20th Street  
Erie, PA 16510  
(814) 898-0400  
FAX (814) 898-1243

CCCS of Western Pennsylvania, Inc.  
YMC Building  
339 North Washington Street  
Butler, PA 16001  
(724) 282-7812

Indiana County Community Action  
Program  
827 Water Street, Box 187  
Indiana, PA 15701  
(724) 465-2657  
FAX (412) 465-5118

Weatherization Office 917 Mifflin Street Huntingdon, PA 16652 (814) 643-2343	<b>PIKE COUNTY</b> CCCS of Northeastern Pennsylvania 31 W. Market Street, POB 1127 Wilkes-Barre, PA 18702 (570) 821-0837 OR 1-800-922-9537 FAX (570) 821-1785	CCCS of Western Pennsylvania, Inc. 219-A College Park Plaza Johnstown PA 15904 (814) 539-6335	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
YWCA of Carlisle 301 G Street Carlisle, PA 17013 (717) 243-3818 FAX (717) 243-3948	1400 Abington Executive Park, Suite 1 Clarks Summit PA 18411 (570) 587-9163 or 800-922-9537 FAX (570) 587-9134/9135	Tableland Services Inc. 535 East Main Street Sorerset, PA 15501 (814) 445-9628 - 1-800-452-0148 FAX (814) 443-3690	<b>TIOGA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
Community Action Commission of The Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	9 South 7th Street Stroudsburg PA 18360 (570) 420-8980 or 800-922-9537 FAX (570) 420-8981	<b>SULLIVAN COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
<b>PHILADELPHIA COUNTY</b> Acorn Housing Corporation 846 North Broad Street Philadelphia, PA 19130 (215) 765-1221 FAX (215) 765-1427	<b>POTTER COUNTY</b> Northern Tier Community Action Corp. 135 West 4th Street Emporium, PA 15834 (814) 486-1161 FAX (814) 486-0825	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799
Northwest Counseling Service 5001 N Broad Street Philadelphia PA 19141 (215) 324-7500 FAX (215) 324-8753	<b>SCHUYLKILL COUNTY</b> Budget Counseling Center 247 North Fifth Street Reading, PA 19601 (610) 375-7866 FAX (610) 375-7830	<b>SCHUYLKILL COUNTY</b> Econ Opport Cabinet of Schuylkill Co 225 N. Centre Street Pottsville, PA 17901 (570) 622-1995 FAX (570) 622-0429	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144
CCCS of Delaware Valley 1515 Market Street, Suite 1325 Philadelphia, PA 19107 (215) 563-5665 FAX (215) 864-2666	Commission on Econ Opputnity of Luz Co. 163 Amber Lane Wilkes-Barre PA 18702 (570) 826-0510 OR 1-800-822-0359 FAX (570) 829-1665- CALL BEFORE FAXING (570) 455-4994 HAZELTON FAX (570) 455-5631—CALL BEFORE FAXING (570) 836-4090 TUNKHANNOCK	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783
CCCS of Delaware Valley One Cherry Hill, Suite 215 Cherry Hill NJ 08002 (215) 563-5665	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817
HACE 167 W. Allegheny, 2nd Fl Philadelphia, PA 19140 (215) 426-8025 FAX (215) 426-9122	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332
Housing Association of Delaware Valley 1500 Walnut Street, Suite 601 Philadelphia, PA 19102 (215) 545-6010 FAX (215) 790-9132	CCCS of Lehigh Valley P.O. Box A Whitehall PA 18052 (610) 821-4011 FAX (610) 821-8932	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889	7 Lake Avenue, Box 339 Montrose, PA 18801 (570) 278-3338 or 1-800-982-4045 FAX (570) 278-1889
Media Fellowship House 302 S. Jackson Street Media PA 19063 (610) 565-0846 FAX (651) 565-8567	<b>SNYDER COUNTY</b> CCCS of Western Pennsylvania, Inc. 2000 Linglestown Road Harrisburg, PA 17102 (717) 541-1757 FAX (717) 541-4670	<b>SUSQUEHANNA COUNTY</b> CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135	CCCS of Western Pennsylvania, Inc. 217 E. Plank Road Altoona PA 16602 (814) 944-8100 (814) 944-8100
Housing Association of Delaware Valley 658 North Watts Street Philadelphia, PA 19123 (215) 978-0224 FAX (215) 765-7614	Urban League of Metropolitan Harrisburg 2107 N. 6th Street Harrisburg PA 17101 17101 (717) 541-1757 FAX (717) 234-9459	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785	CCCS of Northeastern Pennsylvania 1400 Abington Executive Park, Suite 1 Clarks Summit, PA 18411 (570) 587-9163 OR 1-800-922-9537 FAX (570) 587-9134/9135
PCCA 100 North 17TH Street, Suite 600 Philadelphia, PA 19103 (215) 567-7803 FAX (215) 963-9941	Community Action Comm of the Capital Region 1514 Derry Street Harrisburg PA 17104 (717) 232-9757 FAX (717) 234-2227	The Trehab Center of Northeastern PA 185 Elmira Street, P.O. Box 218 Troy, PA 16947 (570) 297-2101 FAX (570) 297-2799	31 W. Market St. Wilkes-Barre PA 18702 (570) 821-0837 or 800-922-9537 FAX (570) 821-1785
Comm Devel. Corp of Frankford Group Ministry 4620 Griscom Street Philadelphia PA 19124 (215) 744-2990 FAX (215) 744-2012	<b>SOMERSET COUNTY</b> Bedford-Fulton Housing Services R.D.#1, Box 384 Everett, PA 15537 (814) 623-9129 FAX (814) 623-7187	German Street, P.O. Box 389 FAX (570) 297-2799 (570) 928-9668 FAX (570) 928-8144	201 Basin Street Williamsport, PA 17703 (570) 323-6627 FAX (570) 323-6626
American Credit Counseling Institute 845 Coates St Coatesville PA 19320 (888) 212-6741	Bedford-Fulton Housing Services 1954 Mary Grace Lane Johnstown, PA 15901 FAX (814) 539-1688	17 Crafton Street Wellsboro, PA 16901 (570) 724-5252 FAX (570) 724-5783	<b>VENANGO COUNTY</b> Greater Erie Community Action Committee 18 West 9TH Street Erie, PA 16501 (814) 459-4581 FAX (814) 456-0161
144 E Dekalb Pike King of Prussia PA 19406 610-971-2210 610-971-2210	CCCS of Western Pennsylvania, Inc. 1 North Gate Square #2 Garden Center Drive Greensburg, PA 15601	931 Main Street Honesdale PA 18431 (570) 253-8941 FAX (570) 253-4817	John F. Kennedy Center, Inc 2021 East 20th Street Erie, PA 16510 (814) 898-0400 FAX (814) 898-1243
755 York Rd, Suite 103 Warminster PA 18974	103 Warren Street, P.O. Box 709 Tunkhannock, PA 18657 (570) 836-6840 FAX (570) 836-6332		

**VERIFICATION**

The undersigned does hereby verify under penalty of perjury, that he is Phillip J. Cobb of National City Bank of Pennsylvania, Plaintiff herein, that he 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 knowledge, information and belief.



---

Phillip J. Cobb  
Authorized Signer

(Sign in Blue Ink)

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendants

PRAECIPE FOR DEFAULT JUDGMENT

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

DIRECT DIAL: (412) 456-8100  
BERNSTEIN FILE NO. F0010810

NOTICE

THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO  
COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR  
THAT PURPOSE.

**FILED**

**JAN 14 2002**

**William A. Shaw  
Prothonotary**

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendants

Civil Action No. 01-1908-CD

PRAECIPE FOR JUDGMENT

To the Prothonotary:

Kindly enter Judgment against the defendant above named and in favor of the Plaintiff, in the default of an Answer, in the amount of \$17,898.07, plus continuing late charges, escrow and corporate advances and interest at the rate of 10% per annum on the declining balance computed as follows:

Amount claimed in Complaint	\$17,485.94
Interest from 12/1/01 through 1/10/02	\$ 168.80
Late charges through 1/10/02	\$ 8.33
Escrow and corporate advances through 1/10/02	\$ 235.00
 TOTAL	 \$17,898.07

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.

BERNSTEIN LAW FIRM, P.C.

By:   
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
(412) 456-8100

Plaintiff: c/o Bernstein Law Firm, P.C., 1133 Penn Avenue,  
Pittsburgh, PA 15222

Defendant: R.D. #1, Box 56 Penfield, PA 15849 and P.O. BOX 126, Penfield, PA 15849

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor  
Interest to KEYSTONE NATIONAL BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendants

Civil Action No. 01-1908-CD

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

Your are hereby notified that the  
following Order or Judgment was  
entered against you on \_\_\_\_\_.

- Assumpsit Judgment in the amount  
of \$17,898.07 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, P.A.  
 Entry of Judgment of  
 Court Order  
 Non-Pros  
 Confession  
 Default  
 Verdict  
 Arbitration  
Award

Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor  
Interest to KEYSTONE NATIONAL BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendants

NOTICE OF JUDGMENT OR ORDER

TO:  Plaintiff  
 Defendant  
 Garnishee

Your are hereby notified that the  
following Order or Judgment was  
entered against you on \_\_\_\_\_.

Assumpsit Judgment in the amount  
of \$17,898.07 plus costs.

Trespass Judgment in the amount  
of \$\_\_\_\_\_ plus costs.

If not satisfied within sixty (60)  
days, your motor vehicle operator's  
license and/or registration will  
be suspended by the Department of  
Transportation, Bureau of Traffic  
Safety, Harrisburg, PA.

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

Prothonotary

By: \_\_\_\_\_  
PROTHONOTARY (OR DEPUTY)

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendants

**IMPORTANT NOTICE**

TO: JAMES R. SOLADA  
RD#1, Box 56  
PENFIELD, PENNSYLVANIA 15849

Date of Notice: December 28, 2001

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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:

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

BERNSTEIN LAW FIRM, P.C.

BY:  
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD

JAMES R. SOLADA and

RUTH I. SOLADA

Defendants

**IMPORTANT NOTICE**

TO: RUTH I. SOLADA  
P.O BOX 126  
PENFIELD, PENNSYLVANIA 15849

Date of Notice: December 28, 2001

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. 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:

Lawyer Referral Service  
PA Bar Association  
P.O. Box 186  
Harrisburg, PA 17108  
1-800-692-7375

BERNSTEIN LAW FIRM, P.C.

BY:  
Attorney for Plaintiff  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

VERIFICATION

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

A handwritten signature in black ink, appearing to read "L.S.", is placed over a horizontal line.

**FILED**

JAN 14 2002

20 pd by Atty

1/14/02 5 p.m.

William A. Shaw

Probationary

No CC  
Statement to Atty  
Notices to def's

1/14/02

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

National City Bank of Pennsylvania  
National City Bank of Pennsylvania  
Plaintiff(s)

No.: 2001-01908-CD

Real Debt: \$17,898.07

Atty's Comm:

Vs.

Costs: \$

Int. From:

James R. Solada  
Ruth I. Solada  
Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: January 14, 2002

Expires: January 14, 2007

Certified from the record this this 14th day of January 14, 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**

Sheriff Docket # 11786

NATIONAL CITY BANK OF PENNSYLVANIA

01-1908-CD

VS.

SOLADA, JAMES R. & RUTH I.

**COMPLAINT IN MORTGAGE FORECLOSURE**

**SHERIFF RETURNS**

**NOW, DECEMBER 04, 2001 AT 12:20 P.M. EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON RUTH I. SOLADA, DEFENDANT AT RESIDENCE, 83 HEMLOCK DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO RUTH SOLADA, now RUTH BUNDY A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HER THE CONTENT THEREOF.**

**SERVED BY: COUDRIET**

**NOW, DECEMBER 04, 2001 AT 4:00 P.M. EST SERVED THE WITHIN COMPLAINT IN MORTGAGE FORECLOSURE ON JAMES R. SOLADA, DEFENDANT AT RESIDENCE, RD#1 BOX 56, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING. TO JAMES R. SOLADA A TRUE AND ATTESTED COPY OF THE ORIGINAL COMPLAINT IN MORTGAGE FORECLOSURE AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**SERVED BY: COUDRIET**

---

**Return Costs**

Cost	Description
65.60	SHERIFF HAWKINS, PAID BY: ATTY.
20.00	SURCHARGE, PAID BY: ATTY.

**FILED**

*D/2/10*  
JAN 16 2002

William A. Shaw  
Prothonotary

**Sworn to Before Me This**

*16 Day Of Jan 16 2002*

**So Answers,**

*Chester Hawkins  
by Marilyn Harr*  
Chester A. Hawkins  
Sheriff

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

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD  
PRAECIPE FOR WRIT  
OF EXECUTION

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON MCKECHNIE, ESQ.  
PA I.D. #36268  
Bernstein Law Firm P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222  
412-456-8100

CERTIFICATE OF ADDRESS:  
RD 1 BOX 56  
HUSTON TOWNSHIP  
PARCEL # G03-000-27

BERNSTEIN FILE NO. F0010810

**FILED**

MAR 22 2002  
01/22/02 Atty Gibson pd. #2000  
William A. Shaw (Writs Sheriff  
Prothonotary  
EJD

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

VS

Civil Action No. 01-1908-CD

JAMES R. SOLADA and

RUTH L. SOLADA

## Defendants

PRAECLPCE FOR WRIT OF EXECUTION

### To the Prothonotary:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:

2. against JAMES R. SOLADA and RUTH L. SOLADA Defendants:

3. JUDGMENT \$17,898.07

Interest from : 1/11/02 to 3/1/02 \$ 206.78  
Late Charges 1/11/02 to 3/1/02 \$ 16.66

SUBTOTAL: \$18,121.51

Costs (to be added by Prothonotary): \$ 205:60

BERNSTEIN LAW FIRM, P.C.

Date: 3-1-02

By:

Lori A. Gibson

Attorney for Plaintiff(s)  
1133 Penn Avenue  
Pittsburgh, PA 15222

BERNSTEIN FILE NO. F0010810

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendant

Civil Action No. 01-1908-CD

DEED DESCRIPTION

All the right, title, interest and claim of James R Solada and Ruth I Solada, of, in and to

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

BEING a piece or parcel of land, situate, in the Village of Winterburn, Huston Township, Clearfield County, Pennsylvania, and having a frontage of 120 feet more or less and a depth of 250 feet more or less and having lots No. 21 and 22 in the Craig and Blanchard Addition to the Village of Winterburn and having erected thereon a frame dwelling.

BEING shown on Clearfield County Assessment Map as Item GO3-000-27 and assessed as house and garage, and .500 acres.

BEING the same premises which was granted and conveyed from Arlene Bucksbee now by marriage Arlene DeHaas and Joseph DeHaas, her husband, to James R Solada and Ruth I Solada husband and wife by deed dated and recorded August 8, 1990 in the Clearfield County Recorder's Office in DBV 1357 page 121.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 01-1908-CD, seized and taken in execution as the property of JAMES R. SOLADA and RUTH I. SOLADA at the suit of NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Keystone National Bank.

  
\_\_\_\_\_  
Attorney for Plaintiff

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

National City Bank of Pennsylvania of  
Pennsylvania, successor in Interest to Keystone  
National Bank

**COPY**

Vs.

NO.: 2001-01908-CD

James R. Solada and  
Ruth I. Solada

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA successor in Interest to KEYSTONE NATIONAL BANK, Plaintiff(s) from JAMES R. SOLADA and RUTH I. SOLADA , 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: \$17,898.07  
INTEREST: from 1/11/02 to 3/1/02 - \$206.78  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 03/22/2002

PAID: \$205.60  
SHERIFF: \$  
OTHER COSTS: \$16.66 Late Charges



William A. Shaw  
Prothonotary/Clerk Civil Division

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

Requesting Party: Lori A. Gibson, Esquire  
1133 Penn Avenue  
Pittsburgh, PA 15222

\_\_\_\_\_  
Sheriff

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendant

Civil Action No. 01-1908-CD

DEED DESCRIPTION

All the right, title, interest and claim of James R Solada and Ruth I Solada, of, in and to

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

BEING a piece or parcel of land, situate, in the Village of Winterburn, Huston Township, Clearfield County, Pennsylvania, and having a frontage of 120 feet more or less and a depth of 250 feet more or less and having lots No. 21 and 22 in the Craig and Blanchard Addition to the Village of Winterburn and having erected thereon a frame dwelling.

BEING shown on Clearfield County Assessment Map as Item GO3-000-27 and assessed as house and garage, and .500 acres.

BEING the same premises which was granted and conveyed from Arlene Bucksbee now by marriage Arlene DeHaas and Joseph DeHaas, her husband, to James R Solada and Ruth I Solada husband and wife by deed dated and recorded August 8, 1990 in the Clearfield County Recorder's Office in DBV 1357 page 121.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 01-1908-CD, seized and taken in execution as the property of JAMES R. SOLADA and RUTH I. SOLADA at the suit of NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Keystone National Bank.



\_\_\_\_\_  
Attorney for Plaintiff

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, SUCCESSOR IN  
INTEREST TO KEYSTONE NATIONAL  
BANK

Plaintiff,

vs.

Civil Action No. 01-1908-CD

JAMES R SOLADA AND  
RUTH I SOLADA

Defendants.

VERIFICATION OF SERVICE OF NOTICE  
OF SALE TO LIEN CREDITORS

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA I.D. #68013  
JON A. MCKECHNIE, ESQUIRE  
PA I.D. #36268  
Bernstein Law Firm P.C.  
Firm #718  
1133 Penn Avenue  
Pittsburgh, PA 15222

412-456-8100

BERNSTEIN FILE NO. F0010810

**FILED**  
APR 25 2002  
M1b:201mxc EK  
William A. Shaw  
Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA, SUCCESSOR IN  
INTEREST TO KEYSTONE NATIONAL  
BANK

Plaintiff,

vs.

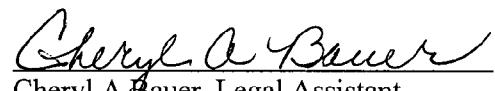
Civil Action No.01-1908-CD

JAMES R SOLADA AND  
RUTH I SOLADA

Defendants.

VERIFICATION OF SERVICE OF NOTICE OF SALE  
TO LIEN CREDITORS

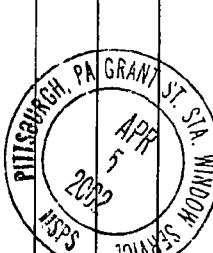
The undersigned subject to the penalties of 18 Pa.C.S.A. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally mailed a copy of the Notice of Sale in the above-captioned matter by Certificate of Mailing (P.S. Forms No. 3877) to Lien Creditors on April 5, 2002 as is evidenced by Certificate of Mailing attached hereto as Exhibit "A.

  
Cheryl A Bauer, Legal Assistant

Name and  
Address  
of Sender

Indicate type of mail		Check appropriate block for Affix stamp here if issued as certificate of mailing or for additional copies of this bill.			
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Registered Mail:	<input type="checkbox"/> With Postal Insurance	<input type="checkbox"/> Postmark and Date of Receipt	<input type="checkbox"/> Rest. Del. Fee
<input type="checkbox"/> Insured	<input type="checkbox"/> Int'l Recorded Del.	<input type="checkbox"/> Without Postal Insurance	<input type="checkbox"/> Remarks		
<input type="checkbox"/> COD	<input type="checkbox"/> Express Mail				
<input type="checkbox"/> Certified					

Line	Title Number	Name of Addressee, Street, and Post Office Address	Postage	Fee	Handling Charge	Act. Value (If Regis.)	Insured Value	Due Sender If COD	R. R. Fee	S. D. Fee	S. H. Fee	Rest. Del. Fee	Remarks
1	Dubois Area School District	Lynda N. Greet, S. Sceretay	500										
2	Homestead Center	Dubois, PA 15801											
3	Houston Township Tax Collector	Doris Johnson	9										
4	Mill Creek Township	PO Box 361											
5	Monongahela County Tax Collector	230 Chestnut Street											
6													
7													
8													
9													
10													
11													
12													
13													
14													
15													
Total Number of Pieces Listed by Sender		Postmaster, Per (Name of Receiving Employee)		The full declaration of value is required on all domestic and international registered mail. The maximum indemnity payable for the reconstruction of nonnegotiable documents under Express Mail document reconstruction insurance is \$50,000 per piece subject to a limit of \$500,000 per occurrence. The maximum indemnity payable on Express Mail merchandise insurance is \$500. The maximum indemnity payable is \$25,000 for registered mail, sent with optional postal insurance. See Domestic Mail Manual R800, S913, and S921 for limitations of coverage and COD and COI. See International Mail Manual for limitations of coverage on international mail. Special handling charges apply only to third and fourth class parcels.									



1662 U.S. POSTAGE PB2211391  
9854 \$01.000 APR 05 02 1  
0953 MAILED FROM ZIP CODE 15222

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

Sheriff Docket # 12283

NATIONAL CITY BANK ET AL

01-1908-CD

VS.

SOLADA, JAMES R.

**WRIT OF EXECUTION REAL ESTATE**

**SHERIFF RETURNS**

---

**NOW, APRIL 4, 2002, AT 2:53 PM O'CLOCK A LEVY WAS TAKEN ON THE PROPERTY OF DEFENDANTS. PROPERTY WAS POSTED THIS DATE.**

**A SALE IS SET FOR FRIDAY, JUNE 7, 2002, AT 10:00AM.**

**NOW, APRIL 4, 2002, AT 3:15 PM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON RUTH I. SOLADA, DEFENDANT, AT HER PLACE OF RESIDENCE, PO BOX 126, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, 15849, BY HANDING TO RUTH I. SOLADA, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HER THE CONTENTS THEREOF.**

**NOW, APRIL 5, 2002, AT 10:49 AM O'CLOCK SERVED WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY ON JAMES R. SOLADA, DEFENDANT, THE THIRD COMPANY FIRE HOUSE, CLEAR RUN, RD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO JAMES R. SOLADA, DEFENDANT, A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE AND COPY OF LEVY AND MADE KNOWN TO HIM THE CONTENTS THEREOF.**

**NOW, JUNE 7TH RECEIVED FAX TO CONTINUE SALE FOR 90 DAYS.**

**NOW, AUGUST 28, 2002 RECEIVED LETTER FROM ATTORNEY FOR PLAINTIFF TO STAY SALE SCHEDULED FOR SEPTEMBER 6, 2002 DUE TO CHAPTER 13 BANKRUPTCY FILING.**

**NOW, JANUARY 16, 2003 CALLED ATTORNEY CASE STILL IN BANKRUPTCY.**

**NOW, JANUARY 16, 2003 PAID COSTS FROM ADVANCE AND MADE REFUND OF UNUSED ADVANCE TO ATTORNEY.**

In The Court of Common Pleas of Clearfield County, Pennsylvania

Sheriff Docket # 12283

NATIONAL CITY BANK ET AL

01-1908-CD

VS.

SOLADA, JAMES R.

WRIT OF EXECUTION REAL ESTATE

**SHERIFF RETURNS**

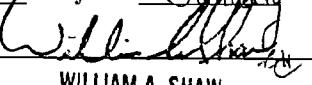
---

NOW, JANUARY 17, 2003 RETURN WRIT AS NO SALE HELD. RECEIVED FAX FROM  
PLAINTIFF ATTORNEY TO STAY SALE.

SHERIFF HAWKINS \$190.64  
SURCHARGE \$40.00  
PAID BY ATTORNEY

---

Sworn to Before Me This

17<sup>th</sup> Day Of January 2003  


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

So Answers,

  
Dy. Cynthia Butter Aughencayf  
Chester A. Hawkins  
Sheriff

**FILED**

018-4781  
JAN 17 2003  


William A. Shaw  
Prothonotary

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

National City Bank of Pennsylvania of  
Pennsylvania, successor in Interest to Keystone  
National Bank

Vs.

NO.: 2001-01908-CD

James R. Solada and  
Ruth I. Solada

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA successor in Interest to KEYSTONE NATIONAL BANK, Plaintiff(s) from JAMES R. SOLADA and RUTH I. SOLADA , 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: \$17,898.07  
INTEREST: from 1/11/02 to 3/1/02 - \$206.78  
PROTH. COSTS: \$  
ATTY'S COMM: \$  
DATE: 03/22/2002

PAID: \$205.60  
SHERIFF: \$  
OTHER COSTS: \$16.66 Late Charges



William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 22<sup>nd</sup> day  
of March A.D. 2002  
At 2:38 A.M./P.M.  
Wester A. Hawkins  
Sheriff by Margaret N. Pitt

Requesting Party: Lori A. Gibson, Esquire  
1133 Penn Avenue  
Pittsburgh, PA 15222

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendant

Civil Action No. 01-1908-CD

DEED DESCRIPTION

All the right, title, interest and claim of James R Solada and Ruth I Solada, of, in and to

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

BEING a piece or parcel of land, situate, in the Village of Winterburn, Huston Township, Clearfield County, Pennsylvania, and having a frontage of 120 feet more or less and a depth of 250 feet more or less and having lots No. 21 and 22 in the Craig and Blanchard Addition to the Village of Winterburn and having erected thereon a frame dwelling.

BEING shown on Clearfield County Assessment Map as Item GO3-000-27 and assessed as house and garage, and .500 acres.

BEING the same premises which was granted and conveyed from Arlene Bucksbee now by marriage Arlene DeHaas and Joseph DeHaas, her husband, to James R Solada and Ruth I Solada husband and wife by deed dated and recorded August 8, 1990 in the Clearfield County Recorder's Office in DBV 1357 page 121.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 01-1908-CD, seized and taken in execution as the property of JAMES R. SOLADA and RUTH I. SOLADA at the suit of NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Keystone National Bank.

  
\_\_\_\_\_  
Attorney for Plaintiff

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME SOLADA NO.

NOW, , 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 day of 2002, I exposed the within described real estate of to public venue or outcry at which time and place I sold the same to

he/she being the highest bidder, for the sum of appropriations, viz: and made the following

## **SHERIFF COSTS:**

## **DEBIT & INTEREST:**

RDR	15.00	DEBT-AMOUNT DUE	17,898.07
SERVICE	15.00	INTEREST FROM 1/11/02 TO 3/1/02	206.78
MILEAGE	10.40	TO BE ADDED	TO SALE DATE
LEVY	15.00		
MILEAGE	10.40		
POSTING	15.00		
CSDS		<b>TOTAL DEBT &amp; INTEREST</b>	<b>18,104.85</b>
COMMISSION 2%			
POSTAGE	4.44	<b>COSTS:</b>	
HANDBILLS	15.00	ATTORNEY FEES	
DISTRIBUTION	25.00	PROTH. SATISFACTION	
ADVERTISING	15.00	ADVERTISING	
ADD'L SERVICE	15.00	LATE CHARGES & FEES	
DEED		TAXES - collector	
ADD'L POSTING		TAXES - tax claim	
ADD'L MILEAGE	10.40	DUE	
ADD'L LEVY		COST OF SUIT -TO BE ADDED	
BID AMOUNT		LIEN SEARCH	100.00
RETURNS/DEPUTIZE		FORCLOSURE FEES/ESCROW DEFICIT	
COPIES/BILLING	15.00	ACKNOWLEDGEMENT	
	5.00	DEED COSTS	
BILLING/PHONE/FAX	5.00	ATTORNEY COMMISSION	
<b>TOTAL SHERIFF</b>		SHERIFF COSTS	190.64
<b>COSTS</b>	<b>190.64</b>	LEGAL JOURNAL AD	58.50
<b>DEED COSTS:</b>		REFUND OF ADVANCE	517.86
ACKNOWLEDGEMENT		REFUND OF SURCHARGE	
REGISTER & RECORDER		PROTHONOTARY	205.60
TRANSFER TAX 2%		MORTGAGE SEARCH	40.00
<b>TOTAL DEED</b>		<b>SATISFACTION FEE</b>	
<b>COSTS</b>	<b>0.00</b>	<b>ESCROW DEFICIENCY</b>	
		<b>MUNICIPAL LIEN</b>	
		<b>TOTAL COSTS</b>	<b>1,112.60</b>

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

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)



MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JONA. McKECHNIE (PA)  
Edward S. Wehrenberg (PA)

(STATES OF ADMISSION)

1133 PENN AVENUE, PITTSBURGH, PENNSYLVANIA 15222-4252 1-800-927-3197 412-456-8100 FAX 412-456-8135  
[www.bernsteinlaw.com](http://www.bernsteinlaw.com) MAIL@BERNSTEINLAW.COM

June 7, 2002

Clearfield County Sheriff  
Market Street  
Clearfield, PA 16830  
Attn: Real Estate  
FAX #814-765-6089

Re: National City Mortgage  
Vs: James R. Solada  
DOCKET NO. 01-1908-CD  
BERNSTEIN FILE NO. F0010810

Dear Sheriff:

Kindly postpone our sheriff sale in the above case for 90 days due to a Chapter 13 bankruptcy filing. Please announce the new date and time to any bidders assembled at the June 7, 2002 sale. Thank you for your assistance.

Please feel free to communicate with me or the Legal Assistant on this case, Cheryl A. Bauer at (412) 456-8111.

BERNSTEIN LAW FIRM, P.C.

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)



MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. McKECHNIE (PA)  
Edward G. WEHRENBERG (PA)

(STATES OF ADMISSION)

---

1133 PENN AVENUE, PITTSBURGH, PENNSYLVANIA 15222-4252 1-800-927-3197 412-456-3100 FAX 412-456-8135  
[MAIL@BERNSTEINLAW.COM](mailto:MAIL@BERNSTEINLAW.COM)

August 28, 2002

Clearfield County Sheriff  
Market Street  
Clearfield, PA 16830  
Attn: Cindy

Re: National City Mortgage  
Vs: James R. Solada  
DOCKET NO. 01-1908-CD  
BERNSTEIN FILE NO. F0010810

Dear Cindy:

Kindly stay our Writ of Execution in the above case due to a Chapter 13 bankruptcy filing.  
Thank you for your assistance.

Please feel free to communicate with me or the Legal Assistant on this case, Cheryl A. Bauer at (412) 456-8111.

BERNSTEIN LAW FIRM, P.C.

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendants

Civil Action No. 01-1908-CD  
PRAECIPE TO REISSUE  
WRIT OF EXECUTION  
IN MORTGAGE FORECLOSURE

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON MCKECHNIE, ESQ.  
PA I.D. #36268  
Bernstein Law Firm P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

CERTIFICATE OF ADDRESS:  
RD 1 BOX 56  
HUSTON TOWNSHIP  
PARCEL # G03-000-27

BERNSTEIN FILE NO. F0010810

E6K  
Atty pd. 7.00  
m/10:59 AM  
Oct 14 2004 One cc & 6 wnts  
w/ prop descr.  
to Shft

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

**Plaintiff**

vs.

Civil Action No. 01-1908-CD

JAMES R. SOLADA and  
RUTH I. SOLADA

## Defendants

PRAECIPE FOR WRIT OF EXECUTION

## To the Prothonotary:

Kindly issue a Writ of Execution in the above matter...

1. directed to the Sheriff of CLEARFIELD County:
  
  2. against JAMES R. SOLADA and RUTH I. SOLADA      Defendants:

3. JUDGMENT \$17,898.07

Interest from : 2/01/02 to 9/30/04 \$ 4,110.28

Late Charges 3/01/02 to 9/30/04 \$ 258.54

Attorney Fees \$ 475.00

SUBTOTAL: \$22,741.89

Costs (to be added by Prothonotary): \$ 127.00

Date: 10/11/04

BERNSTEIN LAW FIRM, P.C.

By: John McKeel.

Attorney for Plaintiff(s)

Suite 2200 Gulf Tower

Pittsburgh, PA 15219

BERNSTEIN FILE NO. E0010810

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendant

Civil Action No. 01-1908-CD

DEED DESCRIPTION

All the right, title, interest and claim of James R Solada and Ruth I Solada, of, in and to

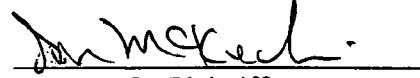
ALL that certain piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEING a piece or parcel of land, situate, in the Village of Winterburn, Huston Township, Clearfield County, Pennsylvania, and having a frontage of 120 feet more or less and a depth of 250 feet more or less and having lots No. 21 and 22 in the Craig and Blanchard Addition to the Village of Winterburn and having erected thereon a frame dwelling.

BEING shown on Clearfield County Assessment Map as Item GO3-000-27 and assessed as house and garage, and .500 acres.

BEING the same premises which was granted and conveyed from Arlene Bucksbee now by marriage Arlene DeHaas and Joseph DeHaas, her husband and Edward Bucksbee and Frieda Bucksbee, his wife, to James R Solada and Ruth I Solada husband and wife by deed dated and recorded August 8, 1990 in the Clearfield County Recorder's Office in DBV 1357 page 121.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 01-1908-CD, seized and taken in execution as the property of JAMES R. SOLADA and RUTH I. SOLADA at the suit of NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Keystone National Bank.

  
\_\_\_\_\_  
Attorney for Plaintiff

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD  
AFFIDAVIT OF COMPLIANCE  
WITH ACT 91

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON MCKECHNIE, ESQ.  
PA I.D. #36268  
Bernstein Law Firm, P.C.

Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL (412) 456-8111

**BERNSTEIN FILE NO. F0010810**

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendants

AFFIDAVIT OF COMPLIANCE WITH ACT 91

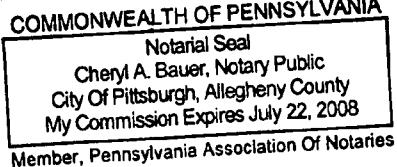
COMMONWEALTH OF PENNSYLVANIA )  
(SS:  
COUNTY OF ALLEGHENY )

Before me, the undersigned authority, personally appeared Jon A. McKechnie, Esquire,  
who, being duly sworn according to law, deposes and says that:

1. He is the attorney for the Plaintiff:
2. That we have complied with the terms of House Bill 500 which requires the sending of  
Act 91 Notices.

Jon McKechnie

Sworn to and subscribed  
before me this 11th day  
of Act, 2004  
Chery A Bauer  
Notary Public



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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD  
AFFIDAVIT PURSUANT  
TO RULE 3129.1

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendant

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD FOR  
THIS PARTY:

LORI A. GIBSON, ESQ.  
PA I.D. #68013  
JON MCKECHNIE, ESQ.  
PA I.D. #36268  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL (412) 456-8111

**BERNSTEIN FILE NO. F0010810**

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908-CD

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendants

AFFIDAVIT PURSUANT TO RULE 3129.1

NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to KEYSTONE NATIONAL BANK. Plaintiff in the above action, sets forth as of the date the Praeclipe for the Writ of Execution was filed the following information concerning the real property located at RD# 1 Box 56, Penfield, PA 15849 (see Deed description attached):

1. Name and address of owner(s) or reputed owner(s):

JAMES R. SOLADA  
R.D. #1, Box 56 Penfield, PA 15849

RUTH I. SOLADA  
PO Box 126, 83 Hemlock Drive  
Penfield, PA 15849

2. Name and address of Defendant(s) in the judgment:

JAMES R. SOLADA  
R.D. #1, Box 56 Penfield, PA 15849

RUTH I. SOLADA  
PO Box 126, 83 Hemlock Drive  
Penfield, PA 15849

3. Name and last known address of every judgment creditor whose judgment is a record lien on the real property to be sold:

NATIONAL CITY BANK OF PENNSYLVANIA  
Successor in interest to KEYSTONE NATIONAL BANK  
C/O BERNSTEIN LAW FIRM, P.C.  
SUITE 2200 GULF TOWER, PITTSBURGH, PA 15219

4. Name and address of the last recorded holder of every mortgage of record:

NATIONAL CITY BANK OF PENNSYLVANIA  
Successor in interest to KEYSTONE NATIONAL BANK  
C/O BERNSTEIN LAW FIRM, P.C.  
SUITE 2200 GULF TOWER, PITTSBURGH, PA 15219

5. Name and address of every other person who has any record lien on their property:

UNKNOWN

6. Name and address of every other person who has any record interest in the property and whose interest may be affected by the sale:

CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830

HUSTON TOWNSHIP TAX COLLECTOR  
DOTTIE JOHNSTON  
RR 1 BOX 9  
PENFIELD, PA 15849

DUBOIS AREA SCHOOL DISTRICT  
LYNDA N BARRETT, SECRETARY  
500 LIBERTY BOULEVARD  
ADMINISTRATIVE CENTER  
DUBOIS, PA 15801

7. Name and address of every other person of whom the Plaintiff has knowledge who has any interest in the property which may be affected by the sale:

CHILD CUSTODY ENFORCEMENT AUTHORITY  
PO BOX 361  
CLEARFIELD, PA 16830

I verify that the statements made in this Affidavit are true and correct to the best of my personal knowledge or information and belief. I understand that false statements herein are made subject to the penalties of 18 PA. C.S. Section 4904 relating to unsworn falsification to authorities.

8/16/04

Date



Attorney for Plaintiff

**NOTICE**

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendant

Civil Action No. 01-1908-CD

DEED DESCRIPTION

All the right, title, interest and claim of James R Solada and Ruth I Solada, of, in and to

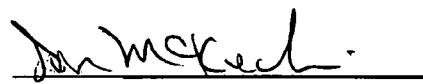
ALL that certain piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEING a piece or parcel of land, situate, in the Village of Winterburn, Huston Township, Clearfield County, Pennsylvania, and having a frontage of 120 feet more or less and a depth of 250 feet more or less and having lots No. 21 and 22 in the Craig and Blanchard Addition to the Village of Winterburn and having erected thereon a frame dwelling.

BEING shown on Clearfield County Assessment Map as Item GO3-000-27 and assessed as house and garage, and .500 acres.

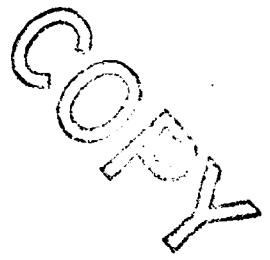
BEING the same premises which was granted and conveyed from Arlene Bucksbee now by marriage Arlene DeHaas and Joseph DeHaas, her husband and Edward Bucksbee and Frieda Bucksbee, his wife, to James R Solada and Ruth I Solada husband and wife by deed dated and recorded August 8, 1990 in the Clearfield County Recorder's Office in DBV 1357 page 121.

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\_\_\_\_\_  
Attorney for Plaintiff

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

National City Bank of Pennsylvania,  
successor in interest to Keystone National Bank



Vs.

NO.: 2001-01908-CD

James R. Solada and  
Ruth I. Solada

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to Keystone National Bank, Plaintiff(s) from JAMES R. SOLADA and RUTH I. SOLADA, , Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE:.....\$22,741.89  
INTEREST from 2/01/02 to 9/30/04: \$4,110.28  
PROTH. COSTS: \$  
ATTY'S FEES:..... \$475.00  
DATE: 10/14/2004

PAID:..... \$127.00  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES 3/1/02 to 9/30/04: \$258.54

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

\_\_\_\_\_  
Sheriff

---

William A. Shaw  
Prothonotary/Clerk Civil Division

Requesting Party: Jon McKechnie, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendant

Civil Action No. 01-1908-CD

DEED DESCRIPTION

All the right, title, interest and claim of James R Solada and Ruth I Solada, of, in and to

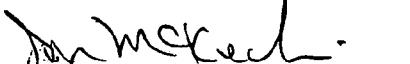
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Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 01-1908-CD, seized and taken in execution as the property of JAMES R. SOLADA and RUTH I. SOLADA at the suit of NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Keystone National Bank.

  
\_\_\_\_\_  
Attorney for Plaintiff

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff No. 01-1908-CD

VS.

PRAECLIPSE TO REISSUE  
WRIT OF EXECUTION

JAMES R. SOLADA and  
RUTH I. SOLADA

## Defendants

FILED ON BEHALF OF  
Plaintiff

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100

DIRECT DIAL: (412) 456-8111

BERNSTEIN FILE NO. F0010810

## NOTICE

**THIS IS AN ATTEMPT BY A DEBT COLLECTOR TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

FILED Atty pd 7.00  
6/4 m/1158d. 6 & writes w/descr.  
JAN 20 2000 to Atty  
COURT OF APPEALS  
RECEIVED 1/20/2000

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

Civil Action No. 01-1908 CD

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendants

PRAECIPE TO REISSUE WRIT OF EXECUTION

TO THE PROTHONOTARY:

Kindly reissue the Writ of Execution.

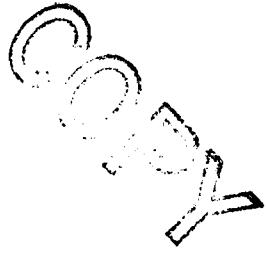
BERNSTEIN LAW FIRM, P.C.

By:   
Attorney for Plaintiff  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

BERNSTEIN FILE NO. F0014778

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

National City Bank of Pennsylvania,  
successor in interest to Keystone National Bank



Vs.

NO.: 2001-01908-CD

James R. Solada and  
Ruth I. Solada

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

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See Attached Description

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Garnishee(s) as follows:

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PAID:.....\$127.00

INTEREST from 2/01/02 to 9/30/04: \$4,110.28

SHERIFF: \$

PROTH. COSTS: \$

OTHER COSTS: \$

ATTY'S FEES:..... \$475.00

LATE CHARGES 3/1/02 to 9/30/04: \$258.54

DATE: 10/14/2004

Add'l Prothonotary costs 7.00

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

Requesting Party: Jon McKechnie, Esq.

Suite 2200 Gulf Tower

Pittsburgh, PA 15219

(412) 456-8100

Sheriff

1-20-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

William A. Shaw  
Deputy Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA  
Defendant

Civil Action No. 01-1908-CD

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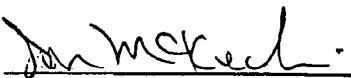
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Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 01-1908-CD, seized and taken in execution as the property of JAMES R. SOLADA and RUTH I. SOLADA at the suit of NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Keystone National Bank.

  
\_\_\_\_\_  
Attorney for Plaintiff

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor  
in interest to Keystone  
National Bank

Plaintiff

Civil Action No. 01-1908-CD

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendants

VERIFICATION OF SERVICE  
OF NOTICE OF SALE TO  
LIEN CREDITORS

FILED ON BEHALF OF  
Plaintiff(s)

COUNSEL OF RECORD OF  
THIS PARTY:

LORI A. GIBSON, ESQUIRE  
PA ID#68013  
JON MCKECHNIE, ESQUIRE  
PA ID#36268  
Bernstein Law Firm, P.C.  
Firm #718  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
412-456-8100  
DIRECT DIAL: (412) 456-8100  
**BERNSTEIN FILE NO. F0010810**

FILED NO  
m/10/2005  
APR 12 2005  
RE

William A. Shaw  
Prothonotary/Clerk of Courts

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor  
in interest to Keystone  
National Bank

Plaintiff

CIVIL ACTION NO. 01-1908-CD

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendants

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

The undersigned subject to the penalties of 18 Pa.C.S.A. section 4904 relating to unsworn falsification to authorities, does hereby certify that the undersigned personally caused to be mailed a copy of the Notice of Sale to Lien Creditors in the above-captioned matter by Certificate of Mailing (P.S. Form No. 3877) on February 15, 2005 attached hereto as Exhibit "A".

*Cheryl A. Bauer*  
\_\_\_\_\_  
Cheryl A. Bauer, Legal Assistant

Name and Address of Sender  
**Bernstein Law Firm, P.C.**  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
**(412) 456-8100**

Check type of mail or service:

<input type="checkbox"/> Certified	<input type="checkbox"/> Recorded Delivery (International)
<input type="checkbox"/> COD	<input type="checkbox"/> Registered
<input type="checkbox"/> Delivery Confirmation	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Express Mail	<input type="checkbox"/> Signature Confirmation
<input type="checkbox"/> Insured	

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

Handline

*[Handwritten Postmark]*

1290 U.S. POSTAGE PB 2213659  
7454 501.200 FEB 15 19 1

Address (Street, City, State, & Zip Code) \_\_\_\_\_  
Phone Number \_\_\_\_\_

Postage Fee Charge

2. \_\_\_\_\_  
CLEARFIELD COUNTY TAX  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830

A circular stamp with the text "U.S. BOUNDARY COMMISSION" around the perimeter and "PITTSBURGH, PA." in the center. The date "1873" is stamped in the middle of the circle.

3.   
CHILD CUSTODY ENFORCEMENT AUTHORITY  
PO BOX 361  
CREAPETER, PA 16226

CLEARFIELD COUNTY TAX CLAIM BUREAU  
230 EAST MARKET STREET  
CLEARFIELD, PA 16830

CHILD CUSTODY ENFORCEMENT AUTHORITY  
PO BOX 361  
CLEARFIELD, PA 16830

4. \_\_\_\_\_  
5. \_\_\_\_\_  
6. **(3)** HUSTON TOWNSHIP TAX COLLECTOR  
DORRIE JOHNSTON  
RR 1 BOX 9  
PENFIELD, PA 15849

6.  DUBOIS AREA SCHOOL DISTRICT  
LYNDA N BARRETT, SECRETARY  
500 LIBERTY BOULEVARD  
ADMINISTRATIVE CENTER  
DUBOIS, PA 15801

7.

8.

8.

111

11 of 11

## Delivery Confirmation

## Signature Confirmation

## Special Handling

## Restricted Delivery

## Return Receipt

## Return Receipt

Total Number of Pieces  
Listed by Sender  
6 Total Number of Pieces Received by Post Office  
6 Postmaster, Per (Name of receiving employee)  
John G. Gandy

See Privacy Act Statement on Reverse

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20058

NO: 01-1908-CD

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA SUCCESSOR IN INTEREST TO KEYSTONE NATIONAL BANK

vs.

DEFENDANT: JAMES R. SOLADA AND RUTH I. SOLADA

Execution REAL ESTATE

**SHERIFF RETURN**

---

DATE RECEIVED WRIT: 01/20/2005

LEVY TAKEN 03/11/2005 @ 2:45 PM

POSTED 03/11/2005 @ 2:45 PM

SALE HELD 05/06/2005

SOLD TO NATIONAL CITY BANK OF PENNSYLVANIA

SOLD FOR AMOUNT \$1.00 PLUS COSTS

WRIT RETURNED 06/23/2005

DATE DEED FILED 06/23/2005

PROPERTY ADDRESS RD. #1, BOX 56, A/K/A 605 WINTERBURN ROAD PENFIELD, PA 15849

**SERVICES**

03/14/2005 @ 3:50 PM SERVED JAMES R. SOLADA

SERVED, JAMES R. SOLADA, DEFENDANT, AT A MEETING LOCATION, LEZZER LUMBER COMPANY, DUBOIS, CLEARFIELD COUNTY, PENNSYLVANIA BY HANDING TO JAMES R. SOLADA,

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HIM THE CONTENTS THEREOF.

03/11/2005 @ 3:00 PM SERVED RUTH I. SOLADA

SERVED RUTH I. SOLADA, DEFENDANT, AT HER RESIDENCE P. O. BOX 126, 83 HEMLOCK DRIVE, PENFIELD, CLEARFIELD COUNTY, PENNSYLVANIA, BY HANDING TO RUTH I. SOLADA,

A TRUE AND ATTESTED COPY OF THE ORIGINAL WRIT OF EXECUTION, NOTICE OF SALE, AND COPY OF THE LEVY AND BY MAKING KNOWN TO HER THE CONTENTS THEREOF.

CR FILED 04/25/05

JUN 23 2005

07/11/05

William A. Shaw

Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 20058  
NO: 01-1908-CD

PLAINTIFF: NATIONAL CITY BANK OF PENNSYLVANIA SUCCESSOR IN INTEREST TO KEYSTONE NATIONAL BANK

VS.

DEFENDANT: JAMES R. SOLADA AND RUTH I. SOLADA

Execution REAL ESTATE

**SHERIFF RETURN**

---

SHERIFF HAWKINS \$262.86

SURCHARGE \$40.00 PAID BY ATTORNEY

Sworn to Before Me This

So Answers,

\_\_\_\_ Day of \_\_\_\_\_ 2005

  
By   
Chester A. Hawkins  
Sheriff

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

National City Bank of Pennsylvania,  
successor in interest to Keystone National Bank

Vs.

NO.: 2001-01908-CD

James R. Solada and  
Ruth I. Solada

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to Keystone National Bank, Plaintiff(s) from JAMES R. SOLADA and RUTH I. SOLADA, , Defendant(s):

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

Garnishee(s) as follows:

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

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

AMOUNT DUE:.....\$22,741.89  
INTEREST from 2/01/02 to 9/30/04: \$4,110.28  
PROTH. COSTS: \$  
ATTY'S FEES:.....\$475.00  
DATE: 10/14/2004

PAID:.....\$127.00  
SHERIFF: \$  
OTHER COSTS: \$  
LATE CHARGES 3/1/02 to 9/30/04: \$258.54  
Add'l Prothonotary costs 7.00

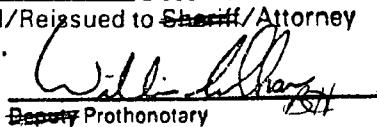
  
\_\_\_\_\_  
William A. Shaw

Prothonotary/Clerk Civil Division

Received this writ this 31<sup>st</sup> day  
of January A.D. 2005  
At 12:30 A.M./P.M.

Requesting Party: Jon McKechnie, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

Christopher A. Hawkins  
Sheriff by Cynthia Butler-Deighenau

1-20-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.  
  
\_\_\_\_\_  
Deputy Prothonotary

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

National City Bank of Pennsylvania,  
successor in interest to Keystone National Bank

Vs.

NO.: 2001-01908-CD

James R. Solada and  
Ruth I. Solada

**TO THE SHERIFF OF CLEARFIELD COUNTY:**

To satisfy the debt, interest and costs due NATIONAL CITY BANK OF PENNSYLVANIA, successor in interest to Keystone National Bank, Plaintiff(s) from JAMES R. SOLADA and RUTH I. SOLADA, , Defendant(s):

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

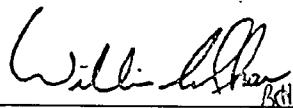
Garnishee(s) as follows:

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

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

AMOUNT DUE:.....\$22,741.89  
INTEREST from 2/01/02 to 9/30/04: \$4,110.28  
PROTH. COSTS: \$  
ATTY'S FEES:..... \$475.00  
DATE: 10/14/2004

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OTHER COSTS: \$  
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Add'l Prothonotary costs 7.00



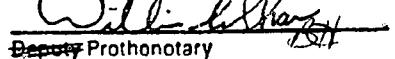
William A. Shaw  
Prothonotary/Clerk Civil Division

Received this writ this 31<sup>st</sup> day  
of January A.D. 2005  
At 12:30 A.M./P.M.

Constance Hawkins  
Sheriff by Cynthia Butler Aughenbaugh

Requesting Party: Jon McKechnie, Esq.  
Suite 2200 Gulf Tower  
Pittsburgh, PA 15219  
(412) 456-8100

1-20-05 Document  
Reinstated/Reissued to Sheriff/Attorney  
for service.

  
Deputy Prothonotary

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

NATIONAL CITY BANK OF  
PENNSYLVANIA successor in  
Interest to KEYSTONE NATIONAL  
BANK

Plaintiff

vs.

JAMES R. SOLADA and  
RUTH I. SOLADA

Defendant

Civil Action No. 01-1908-CD

DEED DESCRIPTION

All the right, title, interest and claim of James R Solada and Ruth I Solada, of, in and to

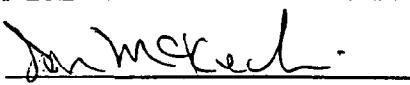
ALL that certain piece or parcel of land, situate, lying and being in Huston Township, Clearfield County, Pennsylvania, bounded and described as follows to wit:

BEING a piece or parcel of land, situate, in the Village of Winterburn, Huston Township, Clearfield County, Pennsylvania, and having a frontage of 120 feet more or less and a depth of 250 feet more or less and having lots No. 21 and 22 in the Craig and Blanchard Addition to the Village of Winterburn and having erected thereon a frame dwelling.

BEING shown on Clearfield County Assessment Map as Item GO3-000-27 and assessed as house and garage, and .500 acres.

BEING the same premises which was granted and conveyed from Arlene Bucksbee now by marriage Arlene DeHaas and Joseph DeHaas, her husband and Edward Bucksbee and Frieda Bucksbee, his wife, to James R Solada and Ruth I Solada husband and wife by deed dated and recorded August 8, 1990 in the Clearfield County Recorder's Office in DBV 1357 page 121.

Judgment was recovered in the Court of Common Pleas of CLEARFIELD, Civil Action, as of No. 01-1908-CD, seized and taken in execution as the property of JAMES R. SOLADA and RUTH I. SOLADA at the suit of NATIONAL CITY BANK OF PENNSYLVANIA successor in interest to Keystone National Bank.

  
\_\_\_\_\_  
John W. McKeel  
Attorney for Plaintiff

**REAL ESTATE SALE  
SCHEDULE OF DISTRIBUTION**

NAME JAMES R. SOLADA NO. 01-1908-CD

NOW, June 23, 2005, 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 May 06, 2005, I exposed the within described real estate of James R. Solada And Ruth I. Solada to public venue or outcry at which time and place I sold the same to NATIONAL CITY BANK OF PENNSYLVANIA he/she being the highest bidder, for the sum of \$1.00 plus costs and made the following appropriations, viz:

## **SHERIFF COSTS:**

## **PLAINTIFF COSTS, DEBT AND INTEREST:**

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

JOSEPH J. BERNSTEIN (PA, FL)  
ROBERT S. BERNSTEIN (PA, FL, WV, NY)  
NICHOLAS D. KRAWEC (PA, NC, OH)  
LORI A. GIBSON (PA)

**BERNSTEIN**  
LAW FIRM, P.C.

TRADITION • TECHNOLOGY • TALENT

MARLENE J. BERNSTEIN (PA, FL)  
CHARLES E. BOBINIS (PA, WV)  
JON A. MCKECHNIE (PA)  
KIRK B. BURKLEY (PA)  
DEBORAH R. ERBSTEIN (PA)  
CHRISTOPHER M. BOBACK (PA)

(STATES OF ADMISSION)

SUITE 2200 GULF TOWER, PITTSBURGH, PENNSYLVANIA 15219-1900 800-927-3197 412-456-8100 FAX 412-456-8135  
[www.berNSTEINlaw.com](http://www.berNSTEINlaw.com) MAIL@BERNSTEINLAW.COM

March 17, 2005

Clearfield County Sheriff  
Market Street  
Clearfield, PA 16830  
Attn: Real Estate

VIA FACSIMILE #814-765-5915

Re: National City Mortgage  
Vs: James R. Solada  
DOCKET NO. 01-1908-CD  
BERNSTEIN FILE NO. F0010810

Dear Sheriff:

Kindly postpone the sheriff sale to the regularly scheduled May 6, 2005 sale list. Please announce the new date and time to any bidders assembled for the April 1, 2005 sale. Thank you for your assistance.

Please feel free to communicate with me or the Legal Assistant on this case, Cheryl A. Bauer at (412) 456-8111.

BERNSTEIN LAW FIRM, P.C.